

Ansta Ltd General Terms & Conditions of Sale.

1. THE AGREEMENT AND ACCEPTANCE

1.1 These Terms and Conditions apply to all goods sold and services supplied by Ansta Ltd (herein called 'the Company') and acceptance of such Terms and Conditions shall be deemed to take place when the goods or services to be supplied is confirmed by the purchaser.

1.2 A Contract for the supply of goods or service between the Company and the purchaser (herein called 'the Contract') is not formed until acceptance of a quotation or tender by the Company is confirmed by the purchaser.

1.3 No variation on these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the purchaser.

2. ESTIMATES

Estimates and tenders are open to acceptance for the period stated therein or if no period is stated then within thirty days from their date. The Company reserves the right to withdraw any estimate or tender prior to acceptance.

3. INVOICING & PAYMENT

3.1 The Company shall be entitled to invoice the purchaser at any time following formation of the Contract and may require payment at any time after the confirmation of the order at its own discretion.

3.2 The price for the goods and the service provided or both shall be the company's quoted price (herein called 'the Price').

3.3 The Company reserves the right to increase the price to reflect any increase in the cost to the company which is due to any factor beyond the control of the company.

3.4 The company may stipulate payment as follows:-
3.4.1 a non-refundable deposit of up to 100% of the price when the purchaser accepts the quotation or tender approved by the Company and any balance of the price within 14 days of the date of the invoice issued by the company and/or;

3.4.2 interim invoices which will be due for payment by the purchaser 14 days from the date of the invoice and/or;

3.4.3 at the conclusion of the delivery or completion of the supply of services and the Company may render a final account of all amounts outstanding from previous interim invoices. If paragraphs 3.4.1 to 3.4.2 are not applicable then in any event payment shall be within 14 days after date of invoice unless otherwise agreed in writing.

3.5 Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company if the whole or any part of any invoice is overdue the purchaser shall pay interest on any due amount (whether before or after judgement) at 4% above Lloyds TSB Bank Plc's base rate from time to time in force from the date of the invoice to the date of payment. The purchaser shall also reimburse to the Company all costs and expense incurred in the collection of the overdue amount.

3.6 If the Purchaser fails to pay any sum due under the Contract by the due date or if the purchaser is insolvent or the Company has grounds to believe that the Purchaser is or is imminently to become insolvent or unable to pay its debts or is to cease carrying on its business the Company shall be entitled:-

3.6.1 without notice to suspend further deliveries of goods and/or cease the supply of services pending payment by the purchaser and without liability on its part and/or;

3.6.2 in the case of non-payment only, treat the Contract as repudiated by the purchaser and submit an Invoice on a quantum merit basis for goods delivered or services supplied to the date of suspension and/or;

3.7 exercise any of its rights pursuant to clause 5 hereof.

3.8 where a product or service requires renewal, unless previously advised in writing prior to the renewal date the product or service will automatically be renewed and invoiced.

3.9 Where a dispute arises between the Company and the purchaser, the purchaser shall pay the Company the undisputed amount of the Company's invoice and the disputed amount shall be paid into a suspense account held by the Company as a stakeholder at the Company's Bank until final determination of the dispute.

4. DELIVERY

4.1 Any dates quoted by the Company for delivery of goods or availability for collection by the purchaser are approximate only. Time shall not be of the essence and the purchaser shall not be entitled to repudiate the Contract or refuse to take delivery of or pay for the goods in full provided delivery is tendered within stipulated date of such delivery.

4.2 Where the purchaser signs the Company's delivery note without amendment the delivery note shall constitute absolute proof that delivery was as stated by the Company and the goods were in perfect condition.

4.3 If the purchaser fails to collect the goods, refuses to accept the goods or make delivery by the Company impossible by failure to give adequate delivery instructions then without prejudice to the Company's other rights or remedies the Company may:-

4.3.1 store the goods until delivery and charge the purchaser for the reasonable costs of storage; or
4.3.2 sell the goods at the best price readily available and charge the purchaser for any shortfall below the price (under the Contract) plus any reasonable storage and selling expenses.

4.4 Where it is alleged by the purchaser that goods were damaged or lost in transit the purchaser shall notify the Company of such damage or loss as follows:-

4.4.1 where collection of the goods was by the purchaser, within 24 hours of collection;

4.4.2 where delivery was by the company, within 5 days of the date of delivery all damaged goods must be retained by the purchaser for inspection by the Company. In the event of damage or shortage of goods the Company may at its discretion replace or supply the goods where appropriate or credit to the purchaser the value thereof. No credit, supply or replacement shall be given by the Company after the time limit specified in this clause.

5. AMENDMENTS TO BOOKINGS/SPECIFICATIONS

Where the Contract is for the provision of services on a particular date or for goods to a particular specification.

5.1 Any amendment to the purchaser's requirements or change of date for provision of the services shall be communicated not less than 2 weeks prior to the date for supply of the goods or provision of the services.

5.2 Failure to provide such notice shall entitle the Company to invoice the purchaser for any additional work necessitated by the change in requirements in addition to any quoted price for the goods or services.

5.3 Where the purchaser desires to cancel the provision of goods or services then the Company may at its sole discretion invoice the purchaser for any work carried out by the Company in respect of the contract on a quantum merit basis.

6. TITLE TO GOODS

6.1 The goods shall be the purchasers risk as from delivery.

6.2 All goods supplied by the Company remain the Company's sole and absolute property both in law and equity until all sums owing to the Company by the purchaser are paid.

6.3 Until property in the goods passes to the purchaser the following provision shall apply in respect of the goods:-

6.3.1 they are held by the purchaser on a fiduciary basis as bailee for the Company and shall be properly stored protected and insured and kept separate from the purchaser's own goods and clearly identified as belonging to the Company;

6.3.2 they may be sold by the purchaser in the ordinary course of its business and any such sale shall be a sale by the purchaser acting as the company's agent (except that the purchaser shall not hold itself out as agent for the Company) and the purchaser shall hold the proceeds of sale (together with any proceeds of any insurance on the goods) on trust for the Company and shall keep such proceeds separate from other property of the purchaser;

6.3.3 the Company shall be entitled to recover the price of the goods;

6.3.4 the purchaser shall upon request deliver to the Company such goods as have not ceased to be in existence or resold. If the purchaser fails to do so the Company may enter upon any premises owned occupied or controlled by the purchaser where the goods are situated and repossess the goods. Upon such repossessions the rights of the purchaser where the goods are situated and repossess the goods. Upon such repossession the rights of the purchaser under clause 6.3.2 shall cease;

6.3.5 the purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods;

6.4 If the purchaser is in breach of any of the above terms then without prejudice to the other rights of the Company all sums whatever owing by the purchaser to the Company shall forthwith become due and payable.

6.5 Where the Company has created, conceived or designed original material the Company shall retain beneficial ownership of the copyright and any design right and all other rights of a like nature conferred under the laws of the United Kingdom and any other countries in the world until such time as the client account is paid in full when copyright shall pass to the client.

7. DEFECTIVE GOODS/UNSATISFACTORY PERFORMANCE

7.1 Where the purchaser alleges that the goods delivered or the services provided were defective or inadequate the purchaser shall notify the Company in writing within seven days of the date of delivery of the goods or provision of services. If notification is not received by the Company within such time limit then the purchaser shall be bound to pay the price as if the goods had been delivered or the services provided in accordance with the Contract.

7.2 Where any valid claim which is based on any defect in the quality of the goods or services or their failure to meet specification is notified to the Company in accordance with these conditions, the company shall be entitled to replace the goods (or the part in question) free of charge or at the Company's sole discretion refund to the purchaser the price of the goods or service (or a proportionate part of the price) but the Company shall have no further liability to the purchaser.

7.3 The Company shall not be liable to the purchaser for damages for consequential loss arising out of damages, shortages defective goods or delays in or failure to provide goods or services.

7.4 The Company accepts no liability arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's Instructions, misuse or alteration or repair of the goods unless expressly agreed by the Company.

7.5 The Company shall not be liable in respect of any of the goods or services if the total price for the goods or services has not been paid by the due date for payment.

7.6 Subject as expressly provided in these Terms and Conditions and except where the goods are sold or the services supplied to a person dealing as a private consumer, (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms by statute or common law are excluded to the fullest extent permitted by law.

8. PURCHASERS SPECIFICATIONS

8.1 Except where tenders are accepted by the Company against the purchaser's detailed drawings or specifications, statements of dimensions and any descriptions or illustrations provided by the company and submitted with any quotation or tender are approximate and intended to present a general idea only of the goods and services to be provided by the Company and none of these shall form part of the contract.

8.2 All quotations drawings and any descriptive material are the property of the Company and are returnable on request. They must be treated as confidential and must in no circumstances be communicated to other persons, firms or companies, unless the written consent of the Company has first been obtained nor must they be otherwise used in any way against the interest of the company.

8.3 The Company reserves the right to make any changes in the specification of the goods or description of the services or employee providing the services which are required to conform with any applicable statutory requirements or changes in the Company's working practices which do not materially affect the quality of the goods or performance of the services.

8.4 Where the Company has designed any goods or services the subject of a quotation or tender then for the avoidance of doubt the Company shall retain beneficial ownership of the copyright and any design right and all other rights of a like nature conferred under the laws of the United Kingdom and any other countries in the world however copyright same shall pass to the client once the client account is paid in full.

8.5 Goods manufactured to the purchaser's designs carry no warranty or condition except that they comply with such designs.

9. STORAGE OF DATA

The Company will use its reasonable endeavours to keep any records, information and data relating to the purchaser sale and free from harm following completion of the supply of goods or services under the Contract for such time as it considers reasonable but accepts no responsibility for the loss or destruction of anything stored on behalf of the purchaser. The Company reserves the right to dispose of any material 2 years after completion of the contract unless written instructions to retain material is included within the original contract.

10. INDEMNITY

The purchaser shall indemnify the Company against all and any claims demands liabilities and costs whatsoever and howsoever arising other than those arising by virtue of the negligence of the Company or its employees.

11. SUBCONTRACTING

11.1 The Company shall only accept subcontract work upon the basis that no retention is made by the main contractor or principal.

11.2 The company reserves the right to subcontract any order or part of any order at its sole discretion.

11. FRUSTRATION

Whilst the Company shall use its best endeavours to fulfil its contractual obligations if the Contract shall become impossible of performance or shall otherwise be frustrated through any cause beyond the Company's reasonable control the purchaser shall be liable to pay the Company all costs which the Company shall have incurred directly or indirectly and any prepayment which may have been made to the Company under the Contract shall be applied towards the satisfaction of such sum.

13. LEGAL CONSTRUCTION

13.1 The Contract shall be governed by the laws of England & Wales.

13.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

14. DISPUTES

If any dispute of difference shall arise between the parties as to the meaning of these conditions or any matter or thing arising out of or connected with these conditions or the contract between the Company and the purchaser then it shall be referred to the determination of an arbitrator to be appointed by agreement between the parties or in default of agreement between the parties or in default of agreement within ten days of the service upon one party of a written request to concur in such appointment by the president for the time being of the Chartered Institute of Arbitrators.

Vers. 11.6.2008