

## **Lowe & Fletcher (Wednesbury) Limited Conditions of Sale 2025**

### **1. EFFECTIVE CONDITIONS**

- (i) These Conditions of Sale shall apply to all contracts made between LOWE & FLETCHER (WEDNESBURY) LIMITED (“the Seller”) and any purchaser (“Purchaser”) of the Seller’s products (“the goods”) which were the context admits shall mean all or any of the goods or any part of the good(s).
- (ii) Any terms and conditions in the Purchaser’s order which shall be inconsistent with these Conditions shall have no effect.

### **2. CATALOGUES**

Catalogues, price lists and any advertising matter published by the Seller are intended only to give an indication of the general nature of the goods available and nothing contained in any such catalogue, list or other matter shall be deemed to be a representation by the Seller or a condition or warranty affecting any goods sold.

### **3. PRICES**

- (i) No quotation made by the Seller shall be or be deemed to be an offer to sell goods at the price or prices stated in such quotation, unless otherwise expressly stated all quotations shall be valid for a fixed period of 30 days only.
- (ii) Unless other expressly agreed in writing the price payable for all goods supplied by the Seller shall be the price ruling at the date of despatch plus Value Added Tax thereon at the rate of ruling at the date of despatch.

### **4. PAYMENT**

- (i) Unless otherwise expressly agreed in writing the price shall be paid in full by the Purchaser to the Seller by the end of the month following the month of invoice.
- (ii) The Seller reserves the right to charge interest at the Bank of England Minimum Lending rate from the date when the price falls due for payment until the date on which such payments are actually received by the Seller. And in the case of any default in payment the Purchaser shall give the Seller every assistance in the repossession of the goods in respect of which payment has not been made.

### **5. DELIVERY**

- (i) Any time for delivery stated by the Seller will be an estimate only of the likely time required to affect delivery from the date or receipt by the Seller of full and final instructions. The Seller will make every reasonable effort to comply with such estimate but the Purchaser shall have no right to damages or to cancel any contract with the Seller by reason only of any failure on the part of the Seller to meet any stated delivery time.
- (ii) The Seller will endeavour to comply with reasonable requests by the Purchaser for Postponement of any stated delivery date but shall be under no enforceable obligation so to do. In the event of any such postponement at the request of the Purchaser, the Purchaser shall pay to the Seller on demand all costs and expenses thereby incurred including a reasonable charge for storage thereby occasioned.
- (iii) When goods are sold ‘carriage paid’ by the Seller delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle and thereafter the goods shall be of risk of the Purchaser in all respects.

## 6. DAMAGE IN TRANSIT

No claim for goods damaged or lost in transit will be accepted by the Seller unless written notification of such damage or loss is given to the Seller and the Carrier within 3 days of receipt of the goods by the Purchaser and all damaged goods are retained by the Purchaser pending inspection by the Seller or the Carrier.

## 7. LIABILITY

- (i) In placing an order with the Seller subject to these conditions the Purchaser is deemed to acknowledge that the Purchaser is not dealing as a consumer and that the provisions of these conditions restricting the liability of the Seller are (save as may be notified in writing by the Purchaser to the Seller before the time at which such order is accepted) fair and reasonable in the light of all circumstances then known to the Purchaser.
- (ii) All goods supplied by the Seller are warranted fit for the normal purpose for which such goods are intended. No liability is accepted if the goods are found not to be fit for any other purpose whether or not such purpose was made known to the Seller before the contract was made. Any recommendations made by the Seller in such circumstances are made in good faith but as the conditions of use are outside the control of the Seller it is for the purpose to satisfy himself as to the suitability of the goods. Save as aforesaid any condition of warranty implied or imposed by law as to the quality fitness for purpose or otherwise however of any goods supplied by the seller is hereby expressly excluded and in no circumstances whatsoever shall the Seller be liable for any loss injury or damaged caused or arising whether in contract or in tort (including negligence) save as expressly provided and to the extent provided in this condition.
- (iii) If any defect workmanship or materials shall manifest itself in any goods supplied by the Seller within 6 months of the date of delivery thereof (provided always that the goods shall not have been subjected to any improper use by the Purchaser during such period) or if the goods shall within the like period be found not to be to the specification the Seller shall have the right at its sole discretion to replace free of cost to the Purchaser (other than the cost of carriage) any such goods or parts thereof and the Purchaser shall be obliged to accept such replacement in full satisfaction of its claim and shall also return to the Seller at the expense of the Purchaser the goods originally delivered or such defective part thereof as may have been replaced. If the Seller shall fail to replace such goods or parts thereof any amount recoverable by way of damages from their Seller by the Purchaser shall be limited to the difference between the value of the goods at the time of delivery to the Purchaser in their then actual state and condition and the value they would have had if they had conformed in all respects to the terms of the contracting no circumstances whatsoever shall the Seller be under any greater liability to the Purchaser and no claim whatever by the Purchaser shall entitle the Purchaser to withhold payment of the price of any goods; or to any right of set-off against any payment due to the Seller under any other contact made by the Seller and the Purchaser, nor will any claim be made by the Purchaser to reject any goods supplied and treat the contract as repudiated and any remedy of the Purchaser shall be in damages only as hereinbefore provided.

## 8. PATENTS

The Purchaser shall be exclusively responsible for ascertaining that goods ordered by the Purchaser to designs supplied by the Purchaser do not infringe any Letter Patent registered design or any other such right vested in a third party and the Purchaser shall indemnify the Seller against all damages penalties costs and other expenses incurred by the Seller as a result as any such infringement.

## 9. FORCE MAJEURE

In the event of any act of god, outbreak of war either general or local riot or other civil commotion strike, lock-out or act of decree of any Government or any other act matter or thing beyond reasonable control of the Seller, the Seller:-

- (a) Shall not be liable for any injury, loss or damage of any kind thereby caused or resulting therefrom and:
- (b) May at the sole discretion of the Seller withdraw wholly or in part from the contract without any liability whatsoever.

## 10. RISK AND PROPERTY IN THE GOODS

- (i) Notwithstanding any other contract term, risk in the goods shall pass to the Purchaser when the goods are delivered.
- (ii) The property (both legal and equitable) in the goods shall not pass to the Purchaser until:-
  - (a) the purchase price (plus VAT) of the goods has been paid in full and:
  - (b) payment to the Seller of all monies being any sums of whatsoever nature and howsoever the liability shall have been incurred which are at the date of the contract or may thereafter become due or owing from the Purchaser to the Seller.
- (iii) Until property in the goods has passed to the Purchaser pursuant to condition 10(ii) or until delivery of the goods to a third party pursuant to the permission given in condition 10(iv), the Purchaser will hold the goods in a fiduciary capacity as bailee for the Seller, will not obliterate any identifying mark on the goods or their packaging (and shall ensure that the goods are clearly marked as the Seller's property) and will store the goods (at no cost to the Seller) separate from any other goods.
- (iv) Prior to the property in the goods passing to the Purchaser pursuant to condition 10(ii) the Seller permits the Purchaser to deliver the goods to a third party pursuant to a bona fide and arms-length agreement in the ordinary course of the Purchaser's business to re-sell the goods at full market value and allows the Purchaser to convert or incorporate the goods into other goods but such liberty will cease upon the termination of the contract between the Seller and the Purchaser.
- (v) Where the Seller is unable to determine whether any products are the goods the Seller shall be deemed to have sold all goods of the kind sold by the Seller to the Purchaser in the order in which they were invoiced to the Purchaser.
- (vi) The Seller will have the right to maintain an action against the Purchaser for the price of the goods notwithstanding that property in the goods has not passed to the Purchaser pursuant to condition 10(ii).
- (vii) Nothing in the contract between the Seller and the Purchaser will constitute the Purchaser the agent of the Seller in respect of any re-sale of the goods by the Purchaser so as to confer upon a third-party rights against the Seller.

- (viii) The Purchaser shall not mortgage, pledge, charge by way of security for any indebtedness or otherwise encumber the goods or in any way dispose of them (other than as may be permitted by this condition 10) and if the Purchaser does so, without prejudice to the other rights of the Seller, all sums whatever owing by the Purchaser to the Seller shall forthwith become due and payable.
- (ix) The Purchaser shall insure and keep insured the goods to their full market value (being equivalent to at least the price together with VAT thereon) against all risks to the reasonable satisfaction of the Seller, until the date the property in the goods passes to the Purchaser pursuant to condition 10(ii) and the Purchaser shall be liable to the Seller for any loss or damage to the goods howsoever caused and in the event of non-compliance with this condition 10(ix) by the Purchaser all sums whatsoever owing by the Purchaser to the Seller shall forthwith become due and payable.

#### 11. SELLER'S RIGHT TO REPOSSESS THE GOODS

- (i) The Seller may (and in the circumstances listed in conditions 11(i)(a)-(d) the Purchaser shall cease to be in possession with the Seller's consent of the goods):-
  - (a) At any time after payment for the goods has become due and before property in the goods has passed to the Purchaser pursuant to condition 10(ii); or
  - (b) If the Purchaser defaults for more than 14 days in making any payment to the Seller in respect of any liability whatsoever owed by the Purchaser to the Seller; or
  - (c) The Purchaser breaks any term of this contract between the Seller and the Purchaser; or
  - (d) If the Purchaser has a receiving order made against him or is made bankrupt or (where the Purchaser is a limited company) enters into liquidation or becomes insolvent or unable to pay its debts or if the goods are seized under any execution or distress or other form of legal process (and if any of the events listed in conditions 11(i)(b)-(d) occur then this contract between the Seller and Purchaser shall automatically determine (but without prejudice to any existing claim which the seller might have against the Purchaser under the terms of this contract between the Seller and the Purchaser.

Take possession of the goods (which for the avoidance of doubt will include the right to stop the goods in transit) and remove them and the Purchaser shall be deemed to have granted irrevocable authority to the Seller to enter upon the Purchaser's premises or other premises where the goods may be by the Seller's employees or agents to take possession of the goods and (if necessary) to dismantle the goods from any thing to which they are attached.

- (ii) If prior to the expiry of 7 days from the date when the Seller has taken possession of the goods the Purchaser pays all sums then due or owing to the Seller together with the costs of re-taking possession of the goods, the Seller will re-deliver the goods to the Purchaser at the Purchaser's expense. If within the 7 day period, the Purchaser fails to pay all sums then due or owing to the Seller, the Seller may re-sell the goods and shall pay to the Purchaser the balance of any sums received upon re-sale of the goods after deducting all sums due or owing from the Purchaser to the Seller and the costs of taking possession of and re-selling the goods save that if the sums so received by the Seller do not exceed all sums due or owing from the Purchaser to the Seller and the costs of taking possession of and re-selling the goods the Purchaser will pay to the seller any shortfall.

## 12. SEVERABILITY

If any term or condition or part of any term or condition in these contract terms shall in whole or part be held to any extent illegal, invalid or unenforceable under any enactment or rule of law otherwise, that term or condition or part shall to that extent be deemed not to form part of the contract between the Seller and the Purchaser and the enforceability and validity of the remainder of this contract between the Seller and the Purchaser and of these conditions shall not thereby be affected.

## 13. PROPER LAW

The construction validity and performance of this contract shall be governed by the laws of England and all disputes which may arise under out of or in connection with or in relation to this contract shall be subject to the jurisdiction of the Courts of England.