



Conditions of Sale

Amend 1 - 1 January 1997

1. Introduction

These Conditions shall apply to all sales of goods by the Company to exclusion of all other terms, conditions and warranties. The Company shall not be bound by any representation, guarantee or warranty made by its employees, agents or representatives. These Conditions shall not be varied save by written agreement between the Company and the Buyer.

2. These Conditions or any agreed change to these Conditions shall in all respects operate in conformity with English and European Laws.

3. The Company shall not be liable for any inability to comply with its obligations under an order due to any cause whatsoever beyond its reasonable control, including (but not limited hereto) war, riot strike or lock-out, act of God, storm, fire, earthquake, explosion, flood, confiscation, action of any government or government agency, or shortage of goods and time for delivery shall be extended by a period corresponding to the period to such inability provided always that either the Company or the Buyer may give notice in writing to the other cancelling deliveries which should have been made during a period of force majeure in the event of such period extending beyond 84 consecutive days.

4. Price

The prices shown in the Price Lists are the manufacturer's quoted prices at the date of printing and in the event of any changes in the same prior to the date upon which the goods are dispatched by the Company, the Company may increase the price accordingly and will invoice the Buyer at the amended price; all prices are ex-works. Prices in the list are for the sole use of distributors. Care has been taken in compiling this price list, responsibility cannot be accepted for errors or omissions.

5. Delivery

(a) Dates given by the Company for delivery are estimated only but will be maintained as closely as possible, the Company will not be responsible for any losses caused to the Buyer by late delivery.

(b) Each delivery of goods in accordance with an order shall be deemed to constitute a separate contract to which these items and conditions shall, so far as it is possible, apply and failure to make any delivery shall not terminate the order as to future deliveries.

6. Risk & Title

Acceptance of any orders for goods shall comprise an agreement to sell the goods and not a sale of them and no title to the goods shall pass to the intended Buyer by reason of delivery and acceptance of the same. The Company shall remain the owner of the goods until all sums owed by the intended Buyer to the Company or any company in the Company's Group and any and all claims by the Company or any company in the Company's Group against the intended Buyer arising from the Company's or any company in the Company's Group business relationship including all sums owed as a result of contract entered into at a future date or simultaneously have been paid in full. Until such time the intended Buyer shall be the bailee of the goods for the Company and shall store them on his premises separately from his own goods and those of any other person and in a manner which renders them immediately identifiable as the goods of the Company. The Company may for the purpose of removing its goods enter upon any premises where they are stored or where they are reasonably believed to be stored and may repossess the same. All risk in the goods passes on delivery of the goods.

The Buyer shall insure all the goods on the Buyers premises or under its control with a reputable insurance company in respect of all risks as a prudent owner would insure goods on a full indemnity basis against any and all losses or damage.

7. Carriage

No claim for damage to or loss of the goods or part thereof in transit will be considered by the Company unless the Buyer:

(a) despatches separate written notice to the carrier concerned, if any, and to the Company of the damage or shortage within seven days of delivery of the goods or, in the event of loss of the goods, within seven days of the notified date of despatch.

(b) submits a detailed claim in writing to the Company within five days of the date of the notice given under (a) above, and

(c) endorses, where applicable, on the carrier's receipt that the goods had been accepted without examination.

8. Payment

Payment shall be made within 30 days of the end of the month in which delivery is made and if payment is overdue the Company reserves the right to charge

interest on the price at the rate of 2% per month from the date by which payment should have been made until day of payment provided always that the payment of such interest shall be in addition to all other rights of the Company. All reasonable costs incurred in recovery of overdue debts will be charged in addition to all other rights of the Company.

9. Without prejudice to their rights to damages the Company may terminate the contract by notice in writing if the Buyer fails to take any delivery of goods when due or makes default in any payment when due.

10. If the Buyer shall commit any act of bankruptcy or being a Limited Company if any resolution of petition to wind up such company's business shall be passed or presented or a receiver be appointed of its undertaking, property or assets or any part thereof or if the Buyer, whether an individual of company, shall have any execution or distress levied upon any of his or its goods or property all unpaid invoices of the Company shall come immediately due and payable the Company shall have the right to determine any contract then subsisting without prejudice to any claim or right the Company might otherwise make or exercise.

11. Warranties and Exclusions

The Company does not warrant, guarantee or hold that the goods are of merchantable quality or fit for any purpose, whether such purpose is known to the Company or not and in the event of the Buyer receiving defective goods it must forthwith notify the Company of the same and if requested return the goods to the Company for transmission to the manufacturer. The Company must use its best endeavours to obtain the benefits of any guarantee given by the manufacturer and its liability to the Buyer shall be limited to any sum received by it thereunder in no event shall the Company be liable for consequential loss, if any, suffered by the Buyer.

12. Hydrogen embrittlement occurs in heat treated products which are chemically cleaned and/or electrolytically plated. Hydrogen molecules permeate the steel and disjoin the grain structure and this could result in a failure in the product. Subsequent heating is no guarantee that the risk of Hydrogen embrittlement has been removed therefore fasteners plated by any sources other than Brighton Best are not guaranteed and not subject to return, also fasteners modified by any source other than Brighton-Best are not guaranteed and not subject to return. Fasteners are not accepted for return without our permission.

13. Shortages

If the Customer notifies the Company in writing within 10 days of delivery of goods of any shortages, that exceed 5% of the Shipment Quantity, and the Company is satisfied that such shortages occurred before delivery then the Company will either make good the shortage at its own cost within such time as may be reasonable for the Company having regard to its commitments or, at the option of the Company, reduce the purchase price by the price of the goods not delivered. In no other circumstances shall the Company be liable for any shortages nor shall the Customer be entitled to any other relief in respect of shortages.

14. Manufactured Special Parts

If the Company undertakes to have goods manufactured to the Buyer's patent or specification no responsibility will be accepted in respect of any infringement of patent rights, trade marks or registered designs. The Buyer will indemnify the Company against any claim whatsoever for damages, costs or any other losses in respect of any proceedings or otherwise resulting from the Company's compliance with the Buyer's instructions express or implied. Cancellation or modification of any order for special goods cannot be accepted once manufacture has commenced. The Company may advise and supply 10% more or less than the exact quantity ordered and any such excess or shortage will be charged for or deducted pro-rata.

15. General

The prices specified in this Price List are exclusive of Value Added Tax and the Buyer shall pay to the Company a sum equal to such tax in addition to and at the same time as the prices so specified.

16. Any notice sent by post in accordance with these Conditions shall be deemed to have been delivered or served 48 hours after the same shall have been posted in a properly addressed pre-paid envelope and proof of posting shall be sufficient proof of service.

17. The Company will amend quantities to fall within the nearest "Box" quantity.

18. These Conditions do not constitute any partnership or agency between the Company and the Buyer.

19. If any part of any provision of these Conditions shall to any extent be invalid or unenforceable the remainder of such provision and all other provisions hereof shall be unaffected thereby and enforceable to the fullest extent permitted by law.