

ANGLIA HANDLING SERVICES LTD – STANDARD CONDITIONS OF CONTRACT

1. Set out below are the terms and conditions of the contract which shall come into being upon the acceptance of Anglia Handling Services Limited's (Anglia) quotation and receipt of the buyer's order and not before. These terms and conditions shall not be varied except by agreement in writing.
2. All quotations given by Anglia shall be valid for 30 days unless specifically stated otherwise.
3. All quotations given and all sales made are upon the express condition that, although the goods supplied are of merchantable quality and every care has been taken in manufacture, there is no guarantee as to their suitability for any specific purpose, even if that purpose is known to Anglia.
4. Unless otherwise agreed in writing, this quotation is based upon today's prices for materials, labour and transport and is subject to adjustment should those prices alter for any reason between the date of the quotation and the date of the contract is completed.
5. Anglia's liability in respect of goods supplied and shown to its satisfaction to be defective shall be limited to the purchase price of the goods in respect of which damages are claimed.
6. Anglia will use its best endeavours to complete the contract within the time agreed, but will not be liable for any loss or damage consequential or otherwise resulting from delay.
7. The buyer shall inspect the goods upon delivery and will be deemed to have accepted them unless, within 14 days of such delivery, the buyer gives notice in writing of non-acceptance to Anglia. Upon receipt of such notice Anglia undertakes to replace or make good any goods which can be shown to its satisfaction to have been defective at the time of delivery. Anglia shall not be liable for any loss of profit, damage to property, other expenditure, or consequential loss or damage sustained by the buyer.
8. All prices are nett and payment is due within 30 days of delivery. All monies outstanding beyond that date will be subject to interest at 2.5% above bank base lending rate from time to time.
9. Delivery shall take place when Anglia delivers the goods to the buyer's premises or any premises specified by the buyer or to a duly authorised carrier or when the buyer collects the goods from Anglia's premises and the risk therein shall upon such delivery pass to the buyer.
10. Notwithstanding Condition 9 hereof the property in the goods shall not pass to the buyer and shall remain in Anglia until all monies owed by the buyer to Anglia under this or any other contract between the buyer and Anglia have been paid in full.
11. Until the property in the goods passes to the buyer pursuant to Condition 10 hereof the buyer shall keep the goods as bailee of Anglia and in this connection shall set aside the goods separately from other materials in the buyer's possession and shall indemnify the goods as the property of Anglia.
12. If at any time before the property in the goods passes to the buyer pursuant to Condition 10 hereof:
 - a) The buyer sells the goods or any part thereof he shall do so as bailee and shall account to Anglia as agent for the proceeds of sale thereof;
 - b) The buyer uses or applies the goods or any part thereof on or to any product manufactured or processed by the buyer or incorporates the goods or any part thereof in such product in connection with the manufacture or process thereof, the property in the goods or any part thereof so used applied or incorporated shall remain in Anglia and on any sale of such product the buyer shall account to Anglia out of the proceeds of sale thereof as bailee and agent of Anglia for the cost of the goods or part thereof so used applied or incorporated. (For the purpose of this sub-paragraph, "the cost of the goods or part thereof so used applied or incorporated" shall be determined by calculating as nearly as possible the volume of the goods or part thereof so used applied or incorporated and by calculating the cost thereof by reference to Anglia's prices ruling at the date of the sale of the product.)
- c) Upon any of the events specified below occurring Anglia shall be at liberty to require the goods to be returned and if the requirement is not immediately complied with by the buyer Anglia may re-take possession thereof (and may enter any premises of the buyer for such purpose). Such return or repossession shall be without prejudice to the rights of Anglia to recover all sums owing by the buyer to Anglia and to Anglia's right to claim damages against the buyer for the breach of any obligations on the part of the buyer arising under this or any other contract made between Anglia and the buyer. Anglia may exercise these rights on the happening of any of the following events:
 - i) If the whole or any part of the price of the goods supplied under this contract or any other contract made between Anglia and the buyer has not been paid after it has become due;
 - ii) If the buyer shall be in breach of any obligations arising under this or any other contract made between Anglia and the buyer;
 - iii) If any distress or execution shall be levied upon the buyer's property or assets;
 - iv) If the buyer shall make any arrangements or composition with creditors or commit any act of bankruptcy;
 - v) If any petition or receiving order in bankruptcy shall be presented or made against the buyer or if the buyer shall be a limited company and any resolution of a petition to wind up such company's business shall be passed or presented (otherwise than of reconstruction or amalgamation) or if a Receiver of such company's undertaking property or assets or any part thereof shall be appointed.
- d) Anglia or any person nominated by it shall be entitled to enter onto the buyer's premises from time to time for the purpose of:
 - i) Ensuring that the buyer has complied with Condition 11 hereof;
 - ii) Inspecting all books accounts records documents and papers of the buyer for the purpose of determining sums due to Anglia by virtue of Condition 12 a) and b) hereof.
13. Anglia may terminate the contract at any time so far as it is unfulfilled if, for reasons beyond its control, completion of the contract is impossible and this terminating will be without prejudice to Anglia's right to recover all sums due to it in respect of goods delivered to the buyer prior to the date of such termination.
14. If the contract is frustrated and/or the goods in respect thereof cannot be delivered for any cause whatsoever, it is expressly agreed:
 - a) If any sum has been paid to Anglia by the buyer and is repayable by operation of law, Anglia will be entitled to deduct therefrom all expenses incurred by it in connection with the contract;
 - b) If no sum has been paid to Anglia, the buyer will be bound to pay Anglia all expenses so incurred.