



madison wire (europe) ltd.

Madison House, Davyfield Road
Roman Road Industrial Estate
Blackburn, Lancashire
BB1 2LU England



Terms & Conditions Of Sale (Terms)

Valid from 01 August 2006

These conditions are incorporated within the contract of sale of any products, materials, goods or services (“Goods”) by Madison Wire (Europe) Ltd (“Seller”). Orders for Goods are only accepted by the Seller on the understanding that their receipt indicates acceptance of these terms and conditions which automatically form a part of the contract between the Seller and the persons, company or other organisation (“Buyer”) purchasing the Goods.

1. The Price.

- 1.1 All quotations and estimates issued by the Seller unless otherwise stated will be based on current cost of supplies to the seller on the day of issue.
- 1.2 The Seller may at any time before the time of delivery increase the price of the Goods (for any reason) by written notice to the Buyer.
- 1.3 If such increase referred to in condition 1.2 is more than 15 % of the initial order price, the Buyer shall be entitled to cancel the order within seven days (Saturdays, Sundays and Bank Holidays excluded) of receiving notice of the revised price.
- 1.4 VAT and other taxes are chargeable in addition to all prices quoted by the Seller and are payable by the Buyer at the rate in force at the relevant time.

2. Payment

- 2.1 Unless otherwise stated on the Seller’s delivery note, payment for the Goods shall be made not later than thirty days after the end of the month following the month in which the invoice was raised.
- 2.2 Time for payment shall be of the essence.
- 2.3 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 2.4 The Buyer shall make all payments due under the contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.



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- 2.5 Without prejudice to the right of the Seller to payment in accordance with the terms of payment hereunder, the Seller shall, at its discretion, have the right to charge interest at a rate per annum equal to whichever is the greater of a) 1 ½ % above the base lending rate from time to time of the Bank of Scotland Plc and b) 8% on any sum outstanding after 30 days from the date on which such sum becomes due for payment to the actual date of payment.
3. Delivery
- 3.1 Upon delivery the Goods shall be at the Buyer's risk but the property of the Goods shall not pass to the Buyer until such time as payment for the Goods has been made.
- 3.2 Carriage may be charged for delivery, in addition to the price quoted, unless prices are quoted as a "Delivered Price" in which case this shall be agreed before order confirmation.
- 3.3 All delivery dates are estimates only. The Seller shall not be liable for failure to deliver by such dates or for any damage or loss arising directly or indirectly out of delay in delivery, nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.
- 3.4 Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential costs (all three of which terms include without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill or similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (such if caused by the Seller's negligence).
- 3.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery or if the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations (as applicable):
- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).



4. Shortages and Damages And/ Or Loss in Transit
 - 4.1 The Buyer shall inspect the Goods immediately, and shall within 3 working days of such delivery give notice in writing to the Seller of any matter or thing by reason whereof it alleges that the Goods are not in accordance with the order. Any Delivery note marked “not examined” by the Buyer will not be accepted by the Seller for the purpose of this condition.
 - 4.2 If the Buyer shall fail to give such proper notice as is required under condition 4.1, then the Goods shall be deemed in all respects to be in accordance with the order and the Buyer shall be deemed to have accepted the Goods.
 - 4.3 Subject always to condition 6 and condition 4.4 below Goods represented by the Buyer to be defective or not to conform to the contract shall if authorised by the Seller be returned and in the Seller’s absolute discretion shall be either replaced or credited.
 - 4.4 The Seller shall not be liable for defective Goods if:
 - (a) the Buyer makes any further use of the Goods after giving notice to the Seller of the defect;
 - (b) the defect arises because the Buyer failed to follow the Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) goods trade practice; or
 - (c) the Buyer alters or repairs such Goods without the written consent of the Seller.
 - 4.5 If the Seller complies with condition 4.3 it shall have no further liability for such defective Goods.
5. Cancellation of Order
 - 5.1 Subject as herein provided, orders for Goods may not be cancelled or suspended by the Buyer without the Seller’s written consent.
 - 5.2 Any cancellation or suspension of an order by the Buyer is acceptable only on the express condition that the Seller shall be indemnified against any loss incurred wholly or in part by cancellation or suspension.



6. Limitation of Liability

6.1 Subject to conditions 3 and 4 the following provisions set out the entire financial liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

6.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.

6.3 Nothing in these conditions excludes or limits the liability of the Seller:

- (a) for death or personal injury caused by the Seller's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

6.4 Subject to condition 6.2 and condition 6.3:

- (a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price; and
- (b) the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.



7. Title

7.1 As stated in clause 3.1 ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Seller from the Buyer on any account.

7.2 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
- (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

7.3 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- (b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

8. Default

8.1 If the Buyer shall commit any breach of the contract, or if any distress or execution can be levied upon any of the property or assets of the Buyer, or if the Buyer shall in the opinion of the Seller, be unable to pay the Seller for the Goods or suspend payment of its debts or make any arrangements with its creditors, or being a company has a Receiver appointed of its assets, or pass any resolution to be wound up or to appoint an administrator or enters into a liquidation (except a solvent



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voluntary liquidation for the purpose only of reconstruction or amalgamation), or being a person shall command any act of bankruptcy, or have any Bankruptcy petitioned against it or if the Buyer encumbers or in any way charges any of the Goods; then and in any such event the Seller shall without prejudice to any other rights and remedies it might have, and without any liability whatsoever, be at liberty forthwith by notice in writing to the Buyer to:

- (a) cancel all orders and contracts or any part thereof remaining unfulfilled between the Seller and Buyer for the delivery of the Goods;
- (b) Either for it's agents or itself to have access to the Buyers premises for the protection, removal, realisation and disposal of any Goods which have not passed to the ownership of the Buyer in accordance with condition 7.

9. Force Majeure

9.1 The Seller shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of delivery of the goods being prevented or delayed of the happenings or occurrences due to or by any any reason of mobilisation of hostilities, acts of the queens enemies or war (declared or not) Government actions, Acts of God, Riots, Combination of workmen, Lockouts, Strikes, Disturbances wherever taking place, want of raw materials or fuel in consequence of non delivery, want of transport, accidents, fire, flood, heat, frost, store damage or temperate weather. Also Holidays, breakdowns, accidents to machinery, late provision to the Seller of any information pertinent to the fulfilment of the order.

9.2 The Seller shall not be liable for any failure to fulfil any obligation under contract if prevented by doing so by any cause beyond it's reasonable control.

10. General

10.1 Each right or remedy of the Seller under the contract is without prejudice to any other right or remedy of the Seller whether under the contract or not.

10.2 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.



10.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.

10.4 Any waiver by the Seller of any breach of, or any default under, any provision of the contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

10.5 The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11. Communications

11.1 All communications between the parties about the contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or by email:

- (a) (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
- (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the contract or such other address as shall be notified to the Seller by the Buyer.

11.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

12. Governing Law

12.1 Unless otherwise agreed in writing, the contract shall be read and construed to take effect in all respects in accordance with the Laws of England and the Buyer hereby submits to the jurisdiction of the English Courts.



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