

Terms and Conditions of Sale

1) DEFINITIONS

The **"Company"** means AA Frances and Sons Limited T/A AFC

The **"Client"** means the person, firm or company requesting a quotation or placing an order with the Company Herein referred to together as "The Parties"

"Works" means any Goods and/or services provided by the Company as ordered by the Client

"Goods" means any materials or products supplied by the Company in order to carry out the Works.

"Site" refers to the agreed place at which the Works are to be carried out

2) APPLICATION

These terms and conditions apply to any Works and/or Goods supplied by the Company to the Client.

3) FORMATION OF CONTRACT

All Works sold by the Company to the Client are subject to the Company's terms and conditions and these shall take precedence over any terms and conditions referred to on any Client documentation.

4) QUOTATIONS

The prices, quantities and lead-time stated in any quotation by the Company are given as a best commercial estimate based on the information available at the time of quotation, unless otherwise agreed between the Parties.

All quotations are valid for a period of 60days from date of quotation unless otherwise stated.

5) ORDERS

Quotations will be deemed to have been accepted and orders firm when one or more of the below have been received by the Company:

- Signed and returned Company acceptance of Quotation form
- Client Purchase Order
- Written confirmation from the Client by way of Fax, Email or Post

6) RIGHT TO SUB CONTRACT

The Company shall be entitled to sub-contract all or any part of the Works, unless otherwise agreed between The Parties.

7) LEAD-TIME

The Company shall make best endeavours to complete the Works within the quoted time. If this is not achievable, the Client will be informed as soon as is practically possible and a revised lead-time will be given.

7.1 RISK OF LOSS, DAMAGE AND RETENTION OF TITLE

7.2 The risk of loss and damage to the Goods shall pass to the Client immediately upon delivery to the Client or location at which the Works are to be carried out.

7.3 The Company will take all reasonable steps to ensure the protection from loss, damage or destruction during Works carried out for the Client.

7.4 Whilst the Company carries out the Works, it may be necessary to leave tools or equipment on Site. In such instances the Client will be informed and should therefore ensure all equipment is covered under the relevant insurance held by the Client.

7.5 All Goods shall remain the property of the Company until full payment has been received, when full title will pass to the Client.

8) PAYMENTS

8.1 For Works carried out by the Company with a lead-time longer than 30days, the Company shall be entitled to issue interim invoices on a fortnightly basis unless otherwise agreed between The Parties. A final invoice shall be issued by the Company to the Client upon completion of the Works.

8.2 All invoices issued by the Company shall be paid by the Client within fourteen (14) days of the date of invoice for interim invoices and thirty (30) days of the date of invoice for final invoices.

8.3 If any amount of an invoice is disputed, the Client shall inform the Company of the grounds for dispute in writing within five (5) working days from date of invoice. During this period of resolution the Client shall pay to the Company the value of the invoice, less the disputed amount, in accordance with these payment terms. Upon settlement of the dispute, any outstanding sum shall be payable in accordance with these payment terms.

8.4 In the event of late payment, where the Client has not issued a dispute in accordance with Clause 9.3, the Company may charge interest on the amount outstanding at a rate of 3% above the Bank of England base rate for each full working day overdue, until the date of payment.

9) CANCELLATION

In the event the Client wishes to cancel an order, they must notify the Company within writing as soon as is practically possible. In such instances the Company is entitled to invoice the Client for any losses, including, but not limited to materials, labour, sub-contractor charges and expenses already incurred by the company.

10) CONFIDENTIALITY

The Parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business unless prior written agreement has been given.

11) WARRANTY

11.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded.

11.2 The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

12) LIMITATION OF LIABILITY

12.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods, including but not limited to, any consequential loss (Including loss of profit and/or revenue) or damage arising from or in connection with the Works or Goods supplied. Any liability of the Company shall in any event be limited to the total price of the Works carried out.

12.2 Nothing herein shall limit The Parties liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

12.3 The Client shall fully indemnify The Company against any liability to third parties arising out of the Client's use of the Goods.

13) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Acts of God, war, employee strikes, flood and fire.

14) GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts