

**THE  
BRIGHT SCREW  
COMPANY LTD**

BOUNDARY WORKS, BAGLEY LANE  
RODLEY, LEEDS LS13 1JB  
Telephone: 0113 256 4166  
Fax: Sales: 0113 201 1285  
Purchasing: 0113 201 1289  
Accounts: 0113 201 1287  
E-Mail: sales@brightscrew.co.uk  
Http: www.brightscrew.co.uk



ISO 9001:2015 FM12966

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MANUFACTURERS OF INDUSTRIAL FASTENERS - CNC MACHINING - KANBAN SPECIALISTS

## **Conditions Of Sale**

### **1. Interpretation**

In these Conditions:

"Seller" means The Bright Screw Company Limited of Boundary Works, Bagley Lane, Rodley, Leeds LS13 1JB

"Buyer" means the person firm or company who accepts a quotation of the Seller for the sale of goods or whose order for the goods is accepted by the Seller

"Price" means the price payable for the Goods

"Goods" means the goods which are to be supplied to the Buyer by the Seller under these Conditions

"Contract" means any contract for the purchase and sale of Goods

### **2. Basis of the sale**

2.1 All Goods are sold subject to these Conditions which shall be the sole terms and conditions of any sale by the Seller to the Buyer. Terms and conditions on the Buyer's order form or any similar document shall not be binding on the Seller. Acceptance of the Goods by the Buyer shall indicate unqualified acceptance of these Conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing by the Seller.

2.3 The Seller's employees or agents are not authorized to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach if, any such representations which are not so confirmed. -

### **3. Specifications**

3.1 All drawings, photographs, illustrations, dimensions, weights and other particulars of the Goods are given by the Seller in the belief that they are as accurate as reasonably possible but are not to be treated as binding on the Seller or as forming part of the Contract.

3.2 The Seller reserves the right to make any change to the specification of the Goods which are required so that the Goods conform with any applicable safety or other statutory requirements or,

where the Goods are to be supplied to the Seller's specification, which do not materially affect the quality or performance of the Goods.

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against any loss, costs or damages suffered or incurred by the Seller in connection with any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

#### **4. Orders**

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.

4.2 The Buyer must ensure the accuracy of any order (including any applicable specification) submitted by the Buyer, and must give the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

4.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses that may be incurred by the Seller as a result of cancellation.

#### **5. Price of the Goods**

5.1 The Price shall be as stated in the Seller's price list (or quotation relating to the Goods) unless otherwise stipulated in writing by the Seller but the Seller reserves the right to alter its prices prior to Contract without prior notice to the Buyer.

5.2 Unless otherwise agreed in writing the Price is exclusive of the cost of delivery, insurance and exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price for the Buyer's account.

5.3 The cost of returnable containers will be charged to the Buyer if they are not returned. Full credit will be given to the Buyer provided they are returned undamaged.

#### **6. Terms of Payment**

6.1 Unless otherwise agreed in writing the Seller may invoice the Buyer for the Price on or at any time after delivery or if the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery, at any time after the Seller has notified the Buyer that the Goods are ready for collection or, as the case may be, the Seller has tendered delivery.

6.2 Unless otherwise agreed in writing, the Buyer shall pay the Price in pounds sterling within 30 days from the end of the month of the date of the Seller's invoice notwithstanding that delivery may not have taken place and that property in the Goods has not passed to the Buyer. The time for payment of the Price shall be of the essence of the Contract.

6.3 If the Buyer fails to pay all or any part of the Price on the due date then, without prejudice to any other right or remedy, the Seller may:

6.3.1 Cancel the contract or suspend any further deliveries to the Buyer;

6.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the " goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.3.3 Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Bank Of England base rate from time to time, until payment in full is made.

## **7. Delivery**

7.1 Unless otherwise agreed in writing, delivery of the Goods within the UK will be made at the cost of the Buyer to the address in the Buyer's order by any method of transportation regarded as suitable by the Seller at its discretion.

7.2 Any dates given for delivery are approximate only and the Seller shall not be liable to the Buyer for any loss or damage, whether direct or indirect or consequential if the Seller is delayed or prevented, in whole or in part, from delivering the Goods.

7.3. If the Buyer refuses or fails to take delivery of the Goods on the date of delivery, the Seller will be entitled at its own discretion to:

7.3.1 Store the Goods at the risk of the buyer and the Buyer shall in addition to the Price pay all costs and expenses of such storage and any additional costs of carriage incurred;

7.3.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and, failure by the Seller to deliver anyone or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of anyone or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.5 .If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is liable to the Buyer, the Seller's liability shall be limited to the excess (if any) over the price of the Goods of the cost to the Buyer in the cheapest available market of similar goods to replace those not delivered.

## **8. Risk and Title**

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

8.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notified the Buyer that the Goods are available;

8.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 The Seller shall retain title to and ownership of the Goods until it has received payment in full in cash or cleared funds of all sums due for all Goods supplied to the Buyer. .

8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and. repossess the Goods.

8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8.6 The Seller shall have a lien over any tools in its possession manufactured for the Buyer against payment in full of all sums due now or in the future to the Seller by the Buyer on any account whatsoever.

## **9. Warranties and liability**

9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or months from delivery, whichever is the first to expire.

9.2 The above warranty is given by the Seller subject to the following conditions:

9.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

9.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

9.2.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

9.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

9.2.5 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for electroplated coating on high strength fasteners with a tensile strength of above 1,000 N/mm (e.g. Grade 10.9, 12.9 and above) and spring steel products and springs or hardened parts with core or surface hardness exceeding 320 HV where there is a risk of failure due to hydrogen embrittlement. A baking process can reduce the risk of hydrogen embrittlement but a complete elimination cannot be assured. (See DIN EN ISO 4042 / Annex A, DIN EN ISO 15530).

These parts will only be electroplated on explicit desire and risk of the buyer.

9.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Where the Goods are sold under a consumer transaction (as defined by the, Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.

9.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery, is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.6 Where any valid claim in respect of any of the Goods which is based on any defect in quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability, to the Buyer.

9.7 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

9.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control:

9.8.1 Act of God, explosion, flood, tempest, fire or accident;

9.8.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.8.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.8.4 Import or export regulations or embargoes;

9.8.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.8.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; 9.8.7 power failure or breakdown in machinery.

9.9 In no circumstances shall the Seller's liability to the Buyer for any breach of warranty exceed the price paid for the Goods with respect to which the claim is made.

## **10. Insolvency of buyer**

10.1 This clause applies if:

10.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 The Buyer ceases, or threatens to cease, to carry on business; or

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **11. Export terms**

11.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a

particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special term as agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

11.4 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered fob the air or sea port of shipment and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

11.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

11.6 Unless otherwise agreed in writing, payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller or, if the Seller has agreed in writing on or before acceptance by the Buyer and delivery to the Seller, of a bill of exchange drawn on the Buyer payable 30 days after sight to the order of the Sellers Bank in England as may be specified in the bill of exchange.

11.7 The Buyer undertakes not to offer the goods for resale in or any other country notified by the seller to the Buyer at or before the time the Buyer's order is placed, or sell the Goods to any person if the Buyer knows or has reason to believe that the person intends to resell the goods in any such country.

## **12. General**

12.2 Any notice required or permitted to be given to either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place, of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.5 The Contract shall be governed by the laws of England.