



GENERAL CONDITIONS

- 1 Unless this Company is advised to the contrary on the day of receipt of this contract, it will be assumed that it is in order.
- 2 This contract is made subject to strikes, lockouts, trade disputes, fire, war or any other events beyond the control of this Company and whether in the establishment of this Company or otherwise which may prevent its fulfilment in which case deliveries may be wholly or partially suspended and the time of delivery be extended by this Company without any claim against it.
- 3 The Buyer shall inspect the goods on delivery thereof and shall within 3 days of such delivery give notice to this Company confirmed immediately in writing despatched the same day of any matter or thing by reason whereof the buyer alleges that the goods are not in accordance with the contract. If the buyer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the buyer shall be deemed to have accepted them.
- 4 In the event of there being any discrepancy between the weight appearing on any Delivery Note and the weight of the materials actually delivered thereunder the buyer shall within 3 days of such delivery give notice to the Company in writing otherwise the weight appearing on the Delivery Note will be deemed to be the correct weight.
- 5 Unless otherwise agreed between the Company and the buyer if the materials delivered by the Company under the terms of this contract are more than 2.5% either above or below the weight specified hereunder the contract shall be deemed to have been duly fulfilled by the Company except where the words "about" or "approximately" or other similar words appear in the contract in relation to the weight specified the delivery by the company of materials which are more than 5% either above or below the weight specified hereunder shall be deemed to be a complete performance by the Company of this contract so far as weight is concerned.
- 6 Each delivery under this contract shall (except in relation to General Condition 5 hereof) be deemed to be sold under a separate contract and the rejection of any one delivery shall not entitle the buyer to repudiate the contract as a whole or affect the buyer's liabilities as to the remainder of the contract goods. The Company shall have the option of replacing any rejected goods.
- 7 When product analysis information is shared with the Buyer, it has been tested in line with request; no more, no less and that the results of the testing does not come with a guarantee or recommendation of use; or that the product is fit for purpose.
- 8 The goods shall remain the sole and absolute property of FE Mottram Ltd. (hereinafter called "The Company") as legal and equitable owner until such time as the intended Purchasers shall have paid to the Company the agreed price for the said goods.
 - (a) As soon as the goods are under control of the Purchaser to insure the same.
 - (b) The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
 - (c) Until such time as the intending Purchaser becomes the owner of the goods, it will store them on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as goods of the Company.
 - (d) The Purchaser acknowledges that he is in possession of the goods solely as a bailee for the Company until the full price of the goods is paid to the Company together with the full price of any other goods the subject of any contract with the Company.
 - (e) The Purchaser is licensed by the Company to agree to sell the goods subject to the express condition that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn Bank Account and shall be at all times identifiable as the Companies monies.
 - (f) If the goods the property of the Company are admixed with goods the property of the intending Purchaser or are processed with or incorporated therein the product thereof shall become and or shall be deemed to be the sole and exclusive property of the Company. If the goods the property of the Company are admixed with goods the property of any person other than the intending Purchaser or are processed with or incorporated therein, the product thereof shall become or shall be deemed to be owned in common with the other person in such proportion as the value of the goods bears to the value of the admixed goods.
- 9 The Company shall not be responsible for damage, injury or loss of any kind whatsoever to any property or persons caused by vehicles belonging to or hired by this Company whilst on the premises of the buyer where such damage has resulted otherwise than through negligence of the drivers of such vehicles.
- 10 No terms of conditions shall have reference to this transaction other than these General Conditions and any special terms and conditions contained in this contract or to which the Company has otherwise specifically agreed in writing and any terms implied by the virtue of the Sale of Goods Act 1893 and which are necessary to give this contract business efficiency.
- 11 Unless otherwise agreed these conditions and this contract shall be subject to and construed exclusively in accordance with English Law.

The Seller undertakes that he has disclosed to the Buyer any information or requirements affecting the Buyer under the Health and Safety at Work Act 1974, and notwithstanding such disclosure, the Seller undertakes that any written Information supplied pursuant to the said Act has been delivered to the Buyer's Office with whom the Seller is dealing.