Everyvalve Ltd Sales Terms & Conditions 2024/b

To All Customers (The Buyer)

19, Station Close, Potters Bar, Herts. EN6 1TL. (Registered Office)

1. Goods

Are not tested or sold as fit for any particular purpose and any term warranty or conditions express implied or statutory to the contrary is excluded in no circumstances whatsoever shall the Seller's liability (in contract, tort or otherwise) to the Buyer arising under out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. The Seller shall be under no liability for loss or damage or cancellation or delay howsoever arising caused by circumstances outside his control. All offers or quotations are void after 30 days duration and deliveries are at the precise time of quotation and variations can occur afterwards. Acceptance of goods is acceptance of Terms and Conditions of Sale and article correctness, without exception. Direct deliveries to separate address from that of Client are at Clients responsibility & possible extra cost. All contracts confirmed & acknowledge by the seller are made in Potters Bar. All application of products supplied are only to be handled / installed by experienced / qualified / familiar personal. All orders are considered and acknowledged in writing/email, where agreed, as a firm contract irrevocably, under English law statutes/ British justices. Contracts will be deemed as with the buying company and its holding company should that be the case, especially where there are common directors of both companies.

2. The Property

In the goods shall not pass to the Buyer until the Buyer has paid to the Seller the whole price thereof if, notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the Seller. The Buyer agrees that prior to payment of the whole price of the goods the Seller may at any time enter upon the Buyers premises and remove the goods there from and that prior to such payment the Buyer shall keep for the purpose of any such sub-sale. Not- withstanding that property in the goods shall not pass to the Buyer save as the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer that Agent of the Seller provided above, the goods shall be at the risk of the Buyer, from the time of collection by or delivery to him of the goods or after the expiration of the rent-free period referred to below, whichever is the earlier. An 'All Risks' insurance full value cover to be arranged by the buyer, until all goods are paid for, to the satisfaction of the seller. Goods will be stored rent free for fourteen days from the date of this contract or the date for collection (if any is agreed upon) or the date when the goods are available for collection, whichever is the later, after which the Buyer shall pay rent at the rate charges by Public Dock Authorities in the area. Any delay caused by the unreasonable act or default of either party or rail or road transport or craft furnished by the other to be for the account of the party causing the delay. All goods received by the buyer shall be clearly marked, dated and stored as such until full payment is made for these (Original supplied boxes with 'EVE' adhesive tape to be used with copies of delivery note).

The goods must be clearly identified. This section is also referred to as being an all moneys clause. All bulk goods supplied are packed and stored as such by the buyer may be taken as the last lot supplied with same specification on unpaid invoiced goods.

3. If the Buyer:

Shall fail to make due payment of all moneys due by the Buyer to the Seller on whatever account then until all such moneys have been paid the Seller shall be entitled to withhold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection. If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price he shall be deemed to have repudiated this contract and the Seller may without prejudice to his other rights accept such repudiation without notice as termination thereof. The Buyer shall take delivery or collect the goods within the time limit provided for under this contract, in the event that he fails to do so within such limit, the Seller shall be entitled to treat such failure as a repudiation of the contract and may without prejudice to his rights accept such repudiation without notice as termination thereof. All moneys are considered as due to the seller which were agreed initially with the buyer plus costs incurred with any repudiation procedures. Any legal procedures are always agreed to be held locally to Everyvalve or its agents.

4. Failure to Pay & Storage:

Should the Buyer fail to make payment for an agreed contract, without written good reason for a justifiable cause, in accordance with British Law, then The Seller reserves the option to make claim to any said indebtedness through whatever means available. Where Court applications are involved, all disbursements are chargeable to The Buyer, which includes - Court costs, Interest Charges from date of debt, Attendance Charges, Legal Advice Costs. Also, there is a minimum Bad Debt Management Charge of £200.00 for time and paperwork necessitated by the seller for unpaid invoices in full or part. All discount amounts are forfeited and claimable with submission invoices by the Seller to cover these lost discounts occasion by the Buyer's failure to pay within the agreed period. Statements are supplied Monthly and failure to inform of missing invoices within 40 days by the seller necessitates a copy charge by the vendor of £10- Default letters and Credit collection phone calls are £10.00 each. Duplicate invoices are £10.00 at any time. A charge shall remain on the goods, if not paid for, whether passed on to second, third or fourth parties, for the full amount plus costs of enforcement. Any granted credit terms are strictly in accordance with those printed on our invoices and those issued on any formal offer. A standard 30-day credit A/C means that payment is due within thirty days of the end of the invoicing Month and not any later. These terms override always any that may be written on client’s orders that suggested or state payments will be made over a longer period. Credit facilities may be withdrawn for those clients proposing, insisting or attempting to extend the credit periods that we offer. Prepayment in the absence of credit facilities will then be available to clients in such circumstances. The geographical point of client placed orders is responsible ultimately for payments, where communication is requested to some office in a foreign destination, which does not respond to payment requests then any contract may deem to be broken. Storage- If storage of goods becomes part or not part of the contract because of non-payment as agreed, then a reasonable storage charge may be levied related to internal or external necessary facilities at a Level to cover the expense extra to the invoiced amount with a supplementary invoice.

5. Notice

Of any claim arising out of or in connection with this contract must be given in writing to the Seller within 7 working days from the date when the goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. In any event the Seller shall be under no liability for shortage or damage unless within 3 days of delivery the Buyer gives written notice of claim otherwise than on a consignment note or delivery document to the carrier and to the Seller. The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or, where the goods collected or delivered include plywood or particle board, if the marked battens on the packages (if any) are not produced with the goods for inspection by the Seller. Returns of goods to seller or cancellations are not permitted without the seller's written permit. All invoice value queries must be made without delay and in any case within 18 days of issue date.

6. No Penalty Clauses

Are not accepted whatsoever by EVERYVALVE in any contract whatsoever whether directly or indirectly presented by the vendor at time of enquiry or contract placing. Predetermined delay in full payment by clients for a contract are not accepted by EVERYVALVE from the client. Any insistence on this will be liable to interest charges liveable on the vendor. Any quotations supplied are net of any such items as mentioned in this paragraph and where written Director's Authority is given to override the aforementioned clauses then it must be assumed that the potential penalties must be added to the value of tenders

7.If itis agreed

That the goods be processed the Seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the Standard Terms and Conditions of the Third party.

8.All Sales to arrive

Shall be subject to shipment and safe arrival. Any variation in the total of the war risk insurance rate or any charge, tax, levy, duty or impost on the goods shall be for the Buyer's account. Instruction for the delivery to be given in time to enable them to be carried out upon arrival. In the absence of such instruction of if ordered by the Buyer to rail or road transport or to craft and the Buyer fails to provide same when goods are available the Seller may take such steps as he may in his absolute discretion consider to be necessary to clear the goods and may recover from the Buyer all expenses thereby incurred. Special/ verbal instructions for goods shipment, by the buyer are always totally at the buyer's risk. If the buyer ships goods to a third party as a client or co-user then both parties are liable for payment of goods, (assembled or not) to the seller. All goods received and accepted by the client are always deemed to have been supplied on The Seller's Terms, without exception & correct on delivery driver's consignment notes will mean exactly, what that phrase means. Claims for damage may not be made subsequently. All delivery driver1s paperwork should be signed unchecked and good condition clause crossed off. Each parcel has a notice outside to advise this.

9.If any contract(s)

Made by the Seller to procure the goods provided for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) of exchange and if by virtue of such provision either the price of any of the goods to be paid by the Seller, or the Sterling equivalent thereof, is varied or the contract(s) is cancelled then the price(s) of such goods under this contract shall be varied by the same amount or the Seller at his option shall

have the right to cancel this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date. All contracts are deemed to be made at the seller's registered office unless otherwise agreed in writing by the seller. Subsequent or extra conditions for supply after an order or contracts is placed on Everyvalve Ltd - These are not usually accepted unless possible and agreed in writing by Everyvalve Ltd plus they may attract extra costs. These situations include certifications, changes in spec., quantity supply, times of delivery and payments discords. Risk assessments are per client's responsibility. Subsequent or extra conditions for supply after an order or contract is placed on Everyvalve Ltd – These are not usually accepted unless possible and agreed in writing, by Everyvalve plus they may attract extra costs. These situations include certifications, changes in spec, quantity supply, times of delivery and payment discords. Risk assessments are per client`s responsibility.

10. Any Variation

In the cost to the Seller of effecting delivery of the goods to the Buyer or in charges directly or indirectly the goods which occurs after the date of the contract and prior to delivery of the goods to the Buyer shall be for the Buyers account save that if any contract made by the Seller to procure the goods provides for cancellation of such contract in the event of a refusal by the Seller to agree to any variation of the rate of freight, and if by virtue of any such provision such contract is cancelled, then the Seller have the option of cancelling this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date. Latest terms of sale apply always to transactions by seller (Printed on our website). Any site deliveries made on behalf of a client are at our clients risk totally and complaints are invalid if not made within 24 hours of expected delivery for whatever reason. Site delivery proof of deliveries may cost up to £20 or more in the event of any extra work entailed to obtain such proofs. The see seller reserves the right to make changes to the supply path, without notice for reasons on non-availability and economics of goods. The tech specification or performance will not be changed of the goods, without Notice to the client.

11. All Terms

Express or implied, relating to quality of goods are warranties only the breach of which gives no right to reject the goods or terminate the contract in any circumstances whatever. All agreements whatsoever must be in writing. Quality document is on our website. Individual infilling of Client quality document may be chargeable. Details about Quality, ROSH, Cosh, Reach, Slavery, Environment and Packaging procedures are shown at length in our quality section of our website www.everyvalve.com We therefore ask all claimants of information to extract these details from the website. Otherwise, we reserve the right to charge for form filling on such matters at a rate of £1.00 minimum or more per question for all questions, irrespective of acceptable answers possible, payable up front. Other specialised usage standards based overseas relating to local standards are our client`s responsibility for access and acceptance. Warrantee of products depends on several factors: - Manufacturers specifications of use, Unqualified use & incorrect operation renders products without any warranty. We need to have full qualified details of application presented aforehand so that we can make advice. If defective products are supplied, then we are to be advised with a period of 2 weeks of supply, but two day is best.

12. All prices

Quoted are exclusive of Value Added Tax where applicable. Payment for the goods shall be made on or before the date fixed in accordance with the terms agreed between the Buyer and the Seller for the operation of the account between them, in the event that payment

shall not have been made by such date the Seller shall be entitled to recover from the Buyer interest or any outstanding balance at the rate of 1.1/2% per Month of overdue Ness, for the time being in force for the period from such date until the date of payment. Any special terms or DISCOUNTS from our catalogue or lists will automatically be forfeited for overdue payments and the full amount of the goods will be put to the Buyers charge by way of warning and subsequent invoice covering the differing amount for adding to the buyers' account. £10 is charged for uncleared cheques from client's bank. Recovery costs or legal or court charges necessary for recovering outstanding moneys owed by the buyer to the seller are fully the buyer's responsibility. All such costs will be added to moneys reclaimed by the seller. The buyer pays for goods shipments as ex-works from the seller
unless agreed in writing by both parties.

13. Accuracy and Description of Goods

Subject to where the goods are stated to be sold as complying with a recognised trade or industry standard, all descriptions, specifications, drawings and particulars of weights, dimensions submitted by the seller or otherwise contained in the seller's catalogues or brochures, price lists, quotations and other published matter are approximate only. All specifications, quotations and advice given by the seller or agent to the purchaser, are given without responsibility relating to the goods, unless given in writing by an authorised officer of the seller in reply to a specific request from the purchaser before or at the time the contract is made. Verbal orders are accepted only at the purchaser's sole and complete risk and errors are at his cost. Catalogue terms and descriptions are of the essence and other descriptions which vary and cause exchange of goods and expense, are totally at the buyer's cost as are special Manuals, Drawings or Certificates. All client`s orders must state technical requirements and Brand if appropriate or necessary. Nothing may be assumed from previous orders/contracts.

14. Inspections Of ContractOrders

These may be occasioned by agreement prior or at the time of contract in written format with Everyvalve Ltd & the supplier making reasonable case / request. Charges will be made for the time, Everyvalve Ltd personal or elected representatives. Third party inspection are possible covering the with all extra costs being prepaid by the client. All inspections may carry out on Everyvalve Ltd premises. It is not agreed for external inspection at a manufacturing or agents' plant of products anywhere else inland or overseas.

15. Return of Goods

We do not accept these without official written approval by Directors of the Seller. If goods are specially produced or acquired for any contract, then no credit for client's return will be given. In other cases, an acceptance of returns may only be considered in the light costs involved and the buyer's willingness to pay a restocking charge, if agreed by the Seller. 30 days is the maximum time from an invoice that any consideration may be made with full identification, delivery notes and reasons being submitted in writing. Exchanges of goods have to reflect the costs involved and the differential of actual product prices, if agreed. Returned goods need to be in pristine condition also for resale, in a sorted and labelled condition.

16. All Preparation or Internal Procedures or Commercial or Technical 'know-how'

Used in compilation of orders or contracts is regarded as confidential and not for divulgence to a buyer under any circumstance by the seller under any conditions or reason.

17.Where TheseTerms and Conditions

In any way conflict with any terms on which the Buyer has purported to purchase the goods, then the provisions of any such terms of the Buyer shall be deemed to be ineffective to the extent that they are inconsistent herewith. It is also obligatory upon the buyer, or his representatives, that all contracts be officially legally registered promptly in accordance with the Companies Act 1985 Part X11 as amended. Without prejudice to the other rights of the seller, if the buyer fails to do so, all sums whatsoever owing by the buyer to the seller shall forthwith become due and payable in a reasonable time of say seven days of receipt of goods or acknowledgement, whichever is the earlier.

18. Copyright

Where goods are designed or made to a design by the seller and sold to the buyer, the contract is deemed as being one of provision of 'know-how' and goods to the buyer for a and agreed price. Replication of design or copying the products is regarded as an infringement of the seller's design and royalties or commission are liable by the buyer to the seller, during or after the event. Provision of specific products to the buyer excludes the buyer to emulate, copy or replicate the items.

19. Negligence

Of official officers representing the company (The Buyer) to maintain contract details & advise immediately of financial actions or abilities which affect the capacity of the buyer to meet all obligations, renders personal charges for negligence against all officers. This clause also applies to officers acting officially on behalf of the company in a Receivers or liquidators' capacity.