

TENABLE

SCREW COMPANY LIMITED

Manufacturers of Precision Components

TERMS AND CONDITIONS

CONDITIONS OF SALE

1. Contracts and orders are accepted upon and subject to the Conditions of Sale printed herein. Unless expressly accepted in writing, any qualifications of these conditions contained in any written or printed document of the Buyer shall be deemed to be inapplicable.
2. This Quotation is made on the understanding that the prices may be adjusted on receipt of the relevant raw material invoice, should this differ from our estimated costs.
Prices quoted which include plating, heat treatment or other processes not carried out by the Company, are subject to revision, in the event of an alteration in the price of such processes when the work is carried out.
3. When an order is received for a quantity less than that quoted for or where delivery is required in instalments smaller than those specified in the quotation, prices quoted may be subject to an increase.
4. The quantities are subject to the customary trade tolerance, namely, plus or minus 10%.
5. (i) Prices are ex-works and carriage is charged on all orders unless otherwise agreed.
(ii) No reduction will be made if goods are collected by the customer ex-works.
6. **Warranty**
 - a) Except as herein provided, all warranties and conditions, whether express or implied and whether by statute or common law, as to quality or fitness for any purpose are excluded.
 - b) Goods found within six months of delivery date, to be defective or not in accordance with specification will be replaced free of charge at the place of original delivery if, but only if:-
 - (i) Immediate notification is given of finding or suspicion of defect or deviation from specification, and
 - (ii) Facilities are given for access to, inspection, investigation and testing of the suspect goods.But this warranty does not apply to, and no responsibility is accepted for, goods which have suffered or been subjected to undue wear and tear, accident, mis-use, improper application, modification, neglect or overloading; and in no circumstances shall the seller be liable for loss or damage of any kind directly or indirectly caused by or arising from goods supplied, or for any accident or injury to personnel or damage to property howsoever arising from or in the course of using such goods.
7. Cancellation of orders cannot be accepted without written consent.
8. No guarantee or warranty as to the rate of delivery or time of delivery is given or implied.
9. Terms are Net Cash, 30 days.
10. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either Seller or Buyer during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown or any other cause whatsoever beyond the control of the Seller or Buyer respectively.

Registered in England No. 363073

VAT Number GB 216 3175 85



Certificate Q5281

Chairman: G.T. Schlaefli.
Directors: S.T. Schlaefli (Managing Director), N.M. Schlaefli (Commercial Director).

Registered Office: 16 Deer Park Road, LONDON. SW19 3UB. United Kingdom
tel: +44 (0)208 542 6225 fax: +44 (0)208 543 5789
email: sales@tenable.co.uk, accounts@tenable.co.uk



11. The acceptance of an order may be revoked (in whole or in part) or delivery dates postponed by the Seller without liability in the event of any contingency beyond the Seller's control which does, or in the Seller's opinion is likely to prevent, hinder, delay, interrupt or interfere with the fulfilment of the order of any part thereof.
12. **Determination of Contract**

If the Buyer shall make default in or commit a breach of this contract or of any other of his obligations to the Seller or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangements or, composition with creditors, or commit any act of Bankruptcy, or if any petition or receiving Order in Bankruptcy shall be presented or made against him, or if the Buyer shall be a Limited Company and any Resolution or Petition to wind-up such Company's business (either than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a Receiver of such Company's undertaking property or assets or any part therefore shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted by him to the Buyer's last known address any subsisting contracts shall be deemed to have been determined, without prejudice, to any claim or right the Seller might otherwise make or exercise.
13. **Indemnity**

The Buyer will indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any letters patent or registered design.
14. **Acceptance**

No binding contract shall be deemed to have been effected by the acceptance on the part of the Buyer of a quotation or offer made by the seller, until such contract shall have been confirmed in writing by the Seller.
15. **Delivery Schedules**

A schedules order (i.e. calling for delivery spread over a period) shall constitute unqualified authority for manufacture and shall define the customer's ultimate liability. Scheduling shall permit completion of delivery of an order within 12 months from the date when the order was received.
16. **Legal Construction**

These conditions and any contract between Seller and Purchaser shall be constructed and operate in all respects as a contract made in England and in conformity with English Law.
17. **Arbitration**

Any dispute under this contract shall be referred to an Arbitrator or Arbitrators to be appointed by the parties or in default of agreement by the President of the Law Society for the time being, and his or her decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration Act, 1950, or any statutory modification thereof for the time being in force.



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SUPPLY OF GOODS OR SERVICES TO TENABLE SCREW COMPANY LIMITED

1. All packages, cases, crates, etc. are to be marked with the supplier's name and case reference number if the supplier wishes these to be returned.
2. All charges for packing, etc. to be paid by the supplier.
3. We reserve the right to cancel the order if:-
 - a) The material or goods supplied, or the work called for, is not completed by the date specified, or
 - b) If the material or goods supplied, or work done does not strictly comply with the description, specification and drawings, or
 - c) If the material or workmanship is not of the first class in every respect.
4. The vendors shall indemnify Tenable Screw Company Limited against all claims for royalties, damages, liabilities or other losses due to the use of patent apparatus, devices or processes embodied therein in connection with this order.
5. Invoice price as stated on order. If the price and/or date of delivery is not stated on the order, it must be advised by return.
We require acknowledgement of orders.
6. This order is conditional upon you allowing the purchaser's representative access to your works and facilities for the purpose of verification/inspection of purchased materials.

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