1. DEFINITIONS

(A) "The Seller" means Tool-Temp Ltd

(B) "The Goods" means the items to be supplied by the Seller

(C) "The Services" means the services to be provided by the Seller

(D) "The Buyer" means the person, firm or company to be supplied with the goods and to whom the Services are to be provided

2. QUOTATIONS

(A) The quotation is subject to alteration without notice.

(B) The quotation is valid for 30 days from date of quote.

(C) Apart from the terms and conditions contained in the quotation, the terms and conditions which are hereby incorporated are hereby excluded or extinguished.

3. TIME AND PLACE OF DELIVERY

(A) Delivery of the Goods shall be made to the Buyer at the place nominated by the Buyer.

(B) In the event of the Buyer returning or failing to accept any delivery of the Goods in full, the Seller shall be entitled to store the Goods at the place nominated by the Buyer.

(C) The Seller reserves the right to make partial deliveries in the event that not all the Goods are immediately available and to invoice separately for any such partial deliveries and it is agreed that the Buyer shall pay in full within 30 days of receipt of such invoice.

4. CANCELLATION AND CANCELLATION OF ORDERS

(A) The Buyer may have to suspend further deliveries on the same order and on any other order from the Buyer until payment has been made in full.

(B) If the Buyer returns or fails to accept any delivery of the Goods in full, the Seller shall be entitled to store the Goods at the place nominated by the Buyer.

(C) The Buyer shall be entitled to store the Goods at the place nominated by the Buyer until payment has been made in full.

(D) If the Buyer returns or fails to accept any delivery of the Goods in full, the Seller shall be entitled to store the Goods at the place nominated by the Buyer until payment has been made in full.

(E) In the event of failure of the Buyer to pay for or for any delivery or instalment or for any instalments or services for the provision of the Services to be provided by the Seller, the Buyer shall be liable for consequential loss or damage (including but not limited to loss of profit) howsoever arising from any delay in delivery.

5. PAYMENT

(A) Unless otherwise agreed, the Buyer shall pay for the Goods and all or any other services to be provided by the Seller at the time of delivery.

(B) Unless otherwise agreed, the Buyer shall pay for the Goods and all or any other services to be provided by the Seller at the time of delivery.

(C) Any parts replaced under warranty free of charge remain the property of the Seller. Any costs of such insurance shall be for the Buyer's account.

6. DELIVERY

(A) For non-delivery unless the Buyer shall notify the carrier and the Seller of any claim for loss or damage in transit the Seller may at its option make good any shortage or non-delivery and/or shortage, damage or loss was not immediately apparent on reasonable inspection.

(B) If the Buyer fails to accept or pay for the Goods within 30 days of date of invoice, the invoice is repayable of the essence of the Contract.

(C) The Seller's acceptance shall be in writing or by delivery of the Goods and despatch note or invoice for the price.

7. OUTSOURCING

(A) The Seller may outsource any part of the manufacture of the Goods or provision of the Services to be provided by the Seller under the contract.

8. LIABILITY

(A) The Seller shall not be liable to the Buyer

(B) For or in connection with any loss or damage to the Goods in transit unless delivery is made to the Buyer and to the Buyer's order without the Seller's written consent.

(C) Subject to Paragraphs (A) and (B) of this condition the Seller's total liability to the Buyer (including liability in respect of its employees or agents or otherwise) shall be limited to the value of the Contract price of the Goods sold and services provided by the Seller and for except for death or personal injury caused solely by the Seller's negligence and except also for warranty of title and goods supplied by the Seller shall solely be subject to the contractual terms and conditions of the Seller and to the extent of any applicable law or regulation, liability, disclaimers and limitations of warranty included in these conditions.

9. VARIATION AND CANCELLATION OF ORDERS

(A) Once an order for the Goods and/or Services may not be varied, cancelled or suspended without the Seller's prior written consent. Cancellation of an order will be accepted only on the express condition that the Seller shall be indemnified against all loss whatsoever incurred wholly or as part of a result of the cancellation or suspension.

10. FORCE MAJEURE

(A) The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer or any third party as a result of acts or omissions of the Seller or parties acting on behalf of the Buyer.

(B) For the quality fitness or suitability of the Goods for any particular purpose or use under specific conditions unless specifically agreed and confirmed in writing.

(C) For goods which do not form part of the contract and technical information recommendations or advice furnished by the Seller its employees or agents or given in writing to the Buyer.

(D) For any loss or damage to the Goods in transit unless delivery is made to the Buyer and to the Buyer's order without the Seller's written consent.

(E) For any contract price of the Goods sold and services provided by the Seller and for except for death or personal injury caused solely by the Seller's negligence and except also for warranty of title and goods supplied by the Seller shall solely be subject to the contractual terms and conditions of the Seller and to the extent of any applicable law or regulation, liability, disclaimers and limitations of warranty included in these conditions.

11. Governing Law

(A) The law and jurisdiction of the country in which the Seller is domiciled shall have jurisdiction over this contract.

(B) All disputes arising out of or in connection with the Contract, the parties hereby submit to the jurisdiction of the English courts.

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