DEFINITION: In the Conditions the Company means the Company issuing the Quotation or Acknowledgement of Order or Invoice oral or otherwise assuming the obligations of seller under any contract to which these Conditions are applied.

2. PAYMENT:
(a) All prices quoted and invoiced are strictly net.
(b) Unless otherwise agreed in writing, payment for all goods sold or services performed by the Company shall be due within 30 days following end of month after dispatch of goods by the Company or performance of the services.
(c) The Company shall not be bound to accept any order or command or to deliver any goods or perform any service to the customer otherwise than upon such terms and conditions as the Company shall think fit and to apply the proceeds of such disposal, or in towards the satisfaction of such debts.

3. DELIVERY:
(a) The Company will use its best endeavours to comply with any delivery, date of period agreed with the customer but shall under no liability for any delay in delivery caused or contributed to by any fire, accident, breakdown, industrial dispute, difficulty in obtaining materials, war, force majeure or any other occurrence or circumstances whatsoever beyond the control of the Company.
(b) Any quoted or agreed delivery period shall run from the date on which that customer order is accepted by the Company.
(c) In the event of there being no specific delivery date, by reference to the ruling market prices, standard selling prices for each metal contained therein shall be the Company’s relevant standard selling price so established on the date of despatch of the goods and all quoted prices for the goods shall be subject to amendment at the discretion of the Company. The Company will accept orders for the sale of metals (whether or not in manufactured form) at agreed fixed prices only on the basis of immediate payment by the customer.
(d) Any delay in delivery under the conditions which is excusable under the Company’s manufacturing process to be carried out to or in connection with the goods or services to which such quotation or acknowledgement of order relates may give rise to any such remedies which the Company may take to account of any increase in the cost of such processes whether arising from an increase in the cost of labour or otherwise subject to any relevant legislation relating to prices as shown from time to time in force.

5. QUALITY PERFORMANCE:
(a) The Company reserves the right, in the event of non-payment for goods sold or agreed to be sold by the Company, to sue for
damages:
(b) The Company’s liability in respect of any such infringement.
(c) Any loss, damage, liability or expense suffered or incurred by the customer as a result of or in connection with the sale or supply of any goods or the performance of any service by the Company even if suffered or incurred in consequence of the negligence of the Company or its servants, agents or sub-contractors.

6. DAMAGES:
(a) The Company’s liability for any loss or damage suffered or incurred by the customer may at any time be set off against any other sum or sums due from the customer to the Company, whether under the same contract or otherwise.
(b) Unless otherwise agreed in writing, any sum comprised included or referred to in the Company’s quotation or acknowledgement of order (whether as a separate figure or otherwise) which represents a charge for any one or more of the Company’s manufacturing processes to be carried out to or in connection with the goods or services to which such quotation or acknowledgement of order relates may give rise to any such remedies which the Company may take to account of any increase in the cost of such processes whether arising from an increase in the cost of labour or otherwise subject to any relevant legislation relating to prices as shown from time to time in force.

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9. SAVINGS CANCELLATION:
(a) Without prejudice to any other remedy available to the Company, if the customer is in default in making any payment due to the Company (whether under the same contract or otherwise) or to any other wholly owned subsidiary of the Company, the Company shall have the right to cancel the order to the undelivered goods.
(b) For the purpose of setting off a liability to pay money against a liability to deliver or transfer metal of one kind against another, the Company may at any time without notice to the customer cancel any liability of the Company or the customer to deliver or transfer metal into a liability to pay the market value of them metal in pounds sterling at as the date when the Company elects to make such a conversion.

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10. NO ASSIGNMENT:
No contract entered into by the customer with the Company and no liability of the Company to transfer or deliver metal to the customer shall be assigned by the customer without the written consent of the Company which the Company may give or withhold in its absolute discretion.

11. PROPERTY/RISK TRANSITION:
(a) Risk in goods supplied shall pass to the customer on delivery. Thessco Limited shall retain title to goods supplied until such times as the purchase price and delivery charges for those goods from time to time supplied by Thessco Limited shall have been paid in full by the customer.
(b) If the customer shall not continue the goods supplied by Thessco Limited are identifiable as such and kept separate and apart from all other goods of a similar nature. Until the title to the goods passes to the customer the customer grants to Thessco a free, unconditional licence to enter the customer’s premises at any time for the purpose of repossessing any such goods.
(c) The Company shall before replacing any goods under (i) above be entitled to the return of the goods which shall thereafter become the property of the Company;
(d) The Company shall not in any circumstances by liable for incidental or consequential loss or damage;
(e) The Company shall be discharged from all liability in respect of any defects or variations with specification unless written notice of the defect or variation from the specification be given to the Company within 30 days after delivery of the goods to the customer.

12. TOOLS:
Unless otherwise agreed by the Company in writing all tools, dies, patterns and other items made by the Company for the execution of the customer’s orders shall remain the property of the Company and shall be the property of the Company; the Company shall be entitled to dispose of any such processes whether arising from an increase in the cost of labour or otherwise subject to any relevant legislation relating to prices as shown from time to time in force.

13. PATENTS:
To the best of the Company’s knowledge its goods be served to the customer will not infringe any patent, trade mark, registered design or copyright of any third party but the Company shall in no circumstances be liable to the customer in respect of such infringement.

14. GENERAL:
(a) Unless otherwise agreed in writing, the customer shall be bound to accept over-runs or under-runs not exceeding five per cent of the quantity ordered
(b) Unless otherwise agreed in writing, goods are sold to manufacturing tolerances customarily accepted in the trade.

15. PROPER LAW:
Unless otherwise agreed in writing, any contract between the Company and the customer shall be governed by English Law.

16. INFORMATION:
(a) Information given or statements made by Thessco Limited to the customer (whether or not) the delivery and/or performance of the products shall be deemed to be expressions of Thessco’s expectations and not representations of facts.
(b) The customer represents and warrants to Thessco that no information has been given or statement has been made to the customer upon which the customer relied except that contained in writing and signed by or on behalf of the Company.