

1. General

Each order or acceptance of a quotation for goods offered by Fischer Fixings (UK) Limited ("**Fischer**") ("**Goods**") submitted by a customer ("**Customer**") shall be deemed to be an offer by the Customer to buy Goods subject to these conditions. Each offer and its acceptance by Fischer shall form a contract ("**Contract**"). These conditions shall apply to and be deemed to be incorporated into each Contract and no other terms will apply to the supply of Goods by Fischer unless agreed in writing by an authorised signatory of Fischer. The acceptance of delivery of the Goods by the Customer shall be deemed to constitute acceptance of these conditions to the exclusion of all other terms and conditions

No order placed by the Customer shall be deemed to be accepted by Fischer until a written acknowledgment of order is issued by Fischer or (if earlier) Fischer delivers the Goods to the Customer.

Whilst Fischer takes every precaution in the preparation of its catalogues, technical circulars, illustrations, price lists, weight and measurement estimates and its other literature, these documents are for the Customer's general guidance only and the particulars contained therein shall not constitute representations by Fischer and the Customer acknowledges that it has not relied on any statement, promise or representation made or given on behalf of the Company which is not set out as part of the Contract.

Failure or delay by Fischer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any rights under the Contract.

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

The Contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the Contract shall be submitted to the exclusive jurisdiction of the English courts.

2. Prices

The price for the Goods shall be as set out in the Fischer price list that is current at the date of despatch of the Goods. Unless otherwise stated all prices quoted are net ex works exclusive of VAT and the cost of packaging, insurance, freight, delivery and installation. Orders over the value of £100 (or such amounts as Fischer shall from time to time determine) will be dispatched carriage paid. Minimum invoice value of net £20. Fischer may issue an invoice at any time after the relevant Goods are ready for despatch.

The Customer shall not be entitled to make any deduction from the price of the Goods in respect of any set-off, counterclaim or otherwise.

Fischer reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any price increase to be passed on by Fischer's suppliers in the cost of raw materials, labour, services or any currency fluctuations affecting the cost of imported materials. The same right of increase is reserved in respect of Fischer's real costs increasing by 5% or more.

3. Payment Terms

If Fischer has not granted credit to the Customer, payment terms are cash with order.

If credit has been granted, the Customer shall, unless otherwise agreed in writing by Fischer, pay the price of the Goods on the last working day of the month following the month in which the invoice in respect of such Goods was issued.

Time for payment of the purchase price shall be of the essence and without prejudice to any other right which Fischer may have, Fischer shall be entitled to charge interest on overdue amounts due under any Contract from the due date for payment thereof at the rate of two per cent (2%) per month above the base rate for the time being of Lloyds TSB Bank plc on a daily basis until payment is made.

Fischer reserves the right to demand payment on delivery, to suspend further deliveries, to demand money on account, to demand security for payment and to cancel any allowance of further credit in the event of any payments under the Contract (or any other Contract with the Customer) not being made when due, or Fischer in its sole discretion at any time considers that the financial condition of the Customer has ceased to justify any such credit terms being permitted.

4. Delivery, Returns and Cancellations

Unless otherwise agreed in writing by Fischer, delivery of the Goods shall take place at Fischer's place of business.

Any dates specified by Fischer for delivery of the Goods are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time. Fischer shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from any late delivery.

Fischer reserves the right to make delivery by instalments.

Fischer reserves the right to alter design specifications or otherwise of the Goods but only to the extent that the usual purpose or contractual uses for the Goods are not in any way adversely affected or impaired.

Fischer may impose a £10 administration charge in respect of Customer requests for written proof of delivery.

The quantity and description of the Goods shall be as set out in Fischer's quotation or acknowledgment of order. Unless otherwise stated the Goods are offered for sale only in multiples of box quantity available at the time of order. All such quantities are subject to change.

The Customer must obtain an authorisation number issued by Fischer prior to returning any Goods. All Goods to be returned must be consigned carriage paid to Fischer's warehouse at Hithercroft Road Industrial Estate, Wallingford. All returns will be subject to a handling charge amounting 20% of the price paid for the Goods or £40, whichever is greater. Goods can only be accepted for return if upon examination they are found to be in the same condition in all respects as upon delivery. Goods with a defined shelf life will only be accepted for return for credit or replacement if a minimum of three months shelf-life remains.

No cancellation of orders by the Customer is permitted except where expressly agreed by Fischer in writing.

5. Risk and Title

Risk of loss or damage to the Goods shall pass to Customer on delivery the Goods.

Ownership of the Goods shall not pass to the Customer until Fischer has received in full (in cash or cleared funds) all sums due in respect of the Goods and all other sums which are or which become due to Fischer from the Customer under a Contract or any other contract.

Until ownership of the Goods has passed to the Customer, the Customer shall hold the Goods on fiduciary basis as Fischer's bailee and store the Goods (at no cost to Fischer) separately from all other goods of the Customer or any third party such way that they remain readily identifiable as Fischer's property.

The Customer may resell the Goods before ownership has passed to it only if the sale is effected in the ordinary course of the Customer's business at full market value. Any such sale shall be a sale of Fischer's property on the Customer's behalf and the Customer shall deal as principal when making such sale.

If the Customer (i) is late in paying any sum to Fischer, or (ii) becomes subject to any insolvency proceedings or proceedings having a similar effect or (iii) charges or attempts to charge the Goods, then Fischer shall be entitled to the immediate return of all Goods where the ownership has not passed to the Customer and Customer's right to possession shall terminate accordingly. The Customer grants Fischer, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

Fischer shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Fischer to the Customer.

6. Warranty

Fischer warrants that if any part of the Goods is defective, it will at its option replace such part of the Goods or refund the purchase price. This warranty is subject to a claim being made to Fischer within 12 months from the original date of despatch or the period identified as the shelf-life of the Goods on the packaging, whichever is shorter.

These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, chemical electrochemical or electrical factors insofar as they are not caused by Fischer, fair wear and tear or any repair or modification made without Fischer's consent.

The Customer must return (in accordance with condition 4) or dispose of the defective Goods, or make them available for collection by Fischer in accordance with Fischer's instructions.

The remedies set out above shall be Fischer's sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of Goods. Save as expressly provided in these terms, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of the Goods are excluded to the fullest extent permitted by law. The Customer acknowledges that it is responsible for ensuring that the Goods it orders are fit for the purposes for which it intends to use them.

7. Inspection, Shortages and Non-delivery

The Customer must inspect the Goods as soon as is reasonably possible after delivery and shall, within 10 days of the date of delivery or, in the case of non-delivery the due date for delivery, give notice to Fischer in detail of:

- Any defect in the Goods that is apparent on reasonable examination. In this case Fischer shall, at its option, replace the Goods or refund the purchase price;
- Any shortfall in Goods delivered. In this case Fischer shall, at its option, deliver the undelivered Goods or refund the price of the undelivered Goods;
- Any delivery of Goods not in accordance with the order. In this case Fischer shall, at its option, replace the Goods or refund the purchase price;
- Any non-delivery of the Goods. In this case Fischer shall deliver the undelivered Goods or refund the price of the undelivered Goods.

If the Customer fails to give any such notice, the Goods shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the Goods accordingly.

The remedies set out above are the Customer's exclusive remedies for non-delivery or short delivery of Goods, or for apparent defects in the Goods or delivery of Goods not in accordance with the order. Fischer shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from these circumstances.

8. Limitations of Liability

Nothing in these terms shall exclude Fischer's liability for fraud or fraudulent misrepresentation or death or personal injury caused by Fischer's negligence. Nothing in these terms shall affect the statutory rights of consumers.

Fischer shall not be liable to the Customer for any loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any breach of these conditions (including any deliberate breach of these conditions by a party, or its employees, agents or subcontractors); any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

If notwithstanding any of the provisions of these terms, any liability attaches to Fischer, Fischer's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited in aggregate to £100,000 or the total value of the order, whichever is greater.

9. Force Majeure

Fischer reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Fischer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to Fischer to terminate the Contract.