



1. APPLICATION

- a. These conditions of supply of goods and services of Foregale Ltd (“Foregale”) govern all orders to and contracts with Foregale for the supply of goods and services and override any other terms and conditions stipulated, incorporated or referred to by the customer so that these conditions of supply of goods and services except where they are varied by Foregale in writing are the only conditions upon which Foregale supplies goods or services. No alteration or modification of these conditions shall have effect unless such alteration or modification is accepted in writing by a duly authorised officer of Foregale.
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2. DRAWINGS, DIMENSIONS AND QUANTITIES

- a. Any drawings or details of quantities or other information supplied by Foregale must be treated as approximate and shall be subject to verification by the customer and in the event of any alteration, modification or amendment thereto after quotation, Foregale reserves the right to alter, modify or amend its quotation accordingly.
 - b. Foregale reserves the right to alter or change dimensions of the goods supplied within reasonable limits having regard to the nature of the goods. Dimensions specified by Foregale are to be treated as approximate only unless the customer specifically states in writing that exact measurements are required.
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3. QUOTATIONS AND PRICES

- a. Quotations shall be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by Foregale within such period at any time by written or oral notice.
 - b. Foregale reserves the right to vary its prices without notice and unless otherwise agreed in writing prices shall be those ruling at the date of delivery. This condition does not apply to fixed price quotations expressed as such which shall specifically exclude any increases in Foregale’s prices that may be occasioned by the increase or imposition of any duty or tax or by adjustments or alterations in currency rates of exchange.
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4. DELIVERY

- a. Time for delivery is given as accurately as possible but is not guaranteed. The customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.

- b. Should despatch or delivery of the goods or part of them be delayed or prevent from any cause whatsoever beyond Foregale's control or for a reason attributable to the customer or its customers or agents then, at Foregale's option, either the contract or any unfulfilled part thereof shall be terminated or Foregale may extend time for delivery until a reasonable period after such cause shall have ceased in which event the Customer shall be responsible for all shortages and other costs incurred by Foregale in connection therewith. Any termination shall not prejudice the rights and obligations of either party in respect of any part of the contract already completed.
 - c. Unless otherwise agreed delivery shall take place at the works of the Customer or at a site nominated by the Customer or on a hard road as close as possible thereto. The Customer shall be responsible for providing labour and facilities at the delivery point for the unloading of goods ordered by them, and shall indemnify Foregale against all claims whatever arising from such unloading operations. Foregale reserves the right to its drivers and carriers to refuse to take their vehicles on to a nominated site if in the opinion of the driver or carrier the site conditions are such as to constitute a danger to the vehicles, the goods or any persons or property.
 - d. Failure by the Customer to take delivery of or to make payment in respect of any one or more instalments of goods delivered hereunder shall entitle Foregale to treat the whole contract as repudiated by the customer.
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5. PROPERTY AND RISK

- a. The risk in the goods shall pass to the Customer when Foregale delivers the goods in accordance with the terms hereof whether to the Customer or to any person to whom the Customer has been authorised by Foregale to deliver the goods. At that point the customer shall insure the goods for their full invoice value at the Customer's expense.
- b. Notwithstanding the delivery of goods sold hereunder shall remain the absolute property of Foregale (who shall retain the right to dispose thereof) until Foregale has received payment in full of all sums which are or may hereafter become due from the Customer to Foregale in respect of any presently existing contract between the parties or in respect of any contract hereafter entered into between the parties to the extent that payment thereunder is due before the due date of payment of the goods hereunder.
- c. Until the property of the goods passes to the Customer the relationship between Foregale and the Customer shall be that of bailer and bailee.
- d. The Customer agrees to store the goods until they have been paid for in full in such a way that they are readily identifiable as the property of Foregale.
- e. If payment in respect of any of the goods compromised in this contract is overdue in whole or in part or immediately upon the commencement of any actual proceeding relating to the Customers solvency, Foregale may recover and/or resell the goods or any of them and may enter upon the Customers premises by its servants or agents for the purpose.
- f. Nothing in this condition shall confer any right on the Customer to return goods supplied by Foregale or to refuse or delay payment for them.

- g. If the goods or any part thereof are incorporated in or used as material for or in manufacturing other products before payment in full to the company the property in the whole of such products shall vest in and remain with the company until such payment has been made or such products have been sold as the case may be and all the company's rights hereunder in relation to the goods and/or the proceeds of the sale thereof shall extend to such products. The company's rights hereunder shall be in addition to any and all other rights it may have against the Customer at law or in equity.
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6. PAYMENT AND LIEN

- a. Unless otherwise agreed in writing, payment for the goods or services shall be made net end of month following date of invoice (trade account customers only), otherwise payment shall be made before manufacture/release of goods (cash sale customers).
- b. Where goods are delivered by instalment, Foregale may invoice each instalment separately and the Customer shall pay such invoices in accordance with these conditions. No disputes arising under the contract nor delays beyond the reasonable control of Foregale shall interfere with prompt payment in full by the Customer.
- c. Failure by the Customer to make payment of any outstanding invoice in line with Foregale's payment terms will result in the Customer being charged interest on the amount outstanding at the rate of 8% per annum from the date the payment became due until the date of payment.
- d. Failure by the Customer to pay any invoices in accordance with Foregale's payment terms shall entitle Foregale to treat such failure as repudiation of the whole contract by the Customer and (without prejudice to any other right) to recover damages for such breach of contract and claim any legal fees that may be incurred. Any legal fees will be agreed by Foregale and their instructed Solicitor at the time of instruction and will not under any circumstances be negotiable by the Customer.
- e. Foregale shall have a general lien upon any goods of the Customer in its possession for any sum for the time being due to Foregale from the Customer.
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7. CANCELLATION

- a. Once an order has been duly accepted by Foregale, cancellation by the customer will only be accepted at the sole discretion of Foregale subject to Foregale being indemnified against all charges for work carried out and for expenses incurred relating to the order prior to acceptance of the cancellation and against any loss (including loss of profit) which may be occasioned by such cancellation.
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8. SUSPENSION OR TERMINATION OF CONTRACT

- a. If the customer shall, in the sole opinion of Foregale be unable to pay any sums they owes to Foregale, Foregale shall (without prejudice to any other rights) be entitled to demand security prior to delivery or the carrying out of any services either by payment in case or by bank guarantee notwithstanding any terms of payment previously agreed and in the event that the Customer is unable to provide the security the Customer shall be deemed to have repudiated the contract and Foregale shall be entitled

to delay delivery of the goods indefinitely or refuse to commence any service or accept repudiation of the contract without liability.

- b. If the Customer commits any breach of these conditions, or of the contract, or is in any distress, or execution be levied, or be attempted to be levied upon the Customer, or his property, or if the Customer shall make, or offer to make any arrangement with creditors, or commit any act of bankruptcy, or if any petition receiving order in bankruptcy be presented, or made against him, or if a receiver be appointed over all, or any of the assets of the Customer, or if a winding up order be made against the Customer, or if the Customer goes into liquidation (otherwise than for the purpose of reconstruction or amalgamation) Foregale shall without prejudice to any other rights and remedies it might have and without any liability have the right to immediately by notice in writing to:- suspend or terminate any contract or any unfulfilled part thereof, and stop delivery of any goods, and call for immediate payment of all monies owing to Foregale.

9. STORAGE

- a. All goods and materials supplied to the Customer hereunder shall be stored and fixed in accordance with the manufacturer's instructions set out in the latest written recommendations of Foregale and Foregale shall be under no liability for any loss or damage which may arise as a result of the failure to adhere to such recommendations in all respects.

10. SHORTAGES AND DEFECTS APPARENT ON RECEIPT OF GOODS

The Customer shall have no claim for shortages/defects apparent on visual inspection unless:-

- a. The Customer shall inspect all goods immediately upon delivery and in the event that the Customer alleges that the quantity of goods delivered does not correspond with that stated in the delivery note or that such goods are defective he shall within three days of delivery give to Foregale notice in writing specifying the particulars of his complaint.
- b. In the event the Customer shall fail to give such notice as aforesaid Foregale shall have no liability in respect of any alleged non-delivery of goods or defects therein which should have been apparent on a reasonable visual inspection at the time of delivery.

11. DEFECTS NOT APPARENT ON RECEIPT OF GOODS

- a. The Customer shall have no claim in respect of defects not apparent on the visual inspection at the time of delivery envisaged by these conditions unless:
- b. A written complaint is sent to Foregale as soon as reasonable practicable after the defect is discovered and no use is made of the goods thereafter and no alteration made thereto or interference made therewith before Foregale is given an opportunity to inspect the goods in accordance with this Condition and the complaint is sent within 12 months of the date of delivery of the goods or in the case of an item not manufactured by Foregale, within the guarantee period specified by the manufacturer of such time.

- c. The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of Foregale nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
 - d. Foregale will not be liable for loss or damage suffered by reason of use of the goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer existence of a defect.
 - e. Foregale may within 15 days of receiving such a written complaint (or 28 days where the goods are situated outside the United Kingdom) inspect the goods and the Customer if so required by Foregale shall take all steps necessary to enable Foregale to do so.
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12. GUARANTEE CONDITION

- a. Save as otherwise provided by the other conditions of these Conditions 12 to 15 of the Sale of Goods Act 1979 are to be implied into this contract. In the event of the condition of the goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so, but shall first ask Foregale to repair or supply satisfactory substitute Goods and Foregale shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods, the Customer shall be bound to accept such repaired or substituted Goods and Foregale shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substituted Goods are delivered.
 - b. In case of Goods not manufactured by Foregale, but sold by Foregale as factors, Foregale gives no assurance or guarantee whatsoever that the sale or use of such Goods will not infringe patent copyright or other industrial property rights of any person, firm or company. Foregale's liability in respect of such goods shall in any event be limited to the liability of the supplier thereof to Foregale. Further Foregale relies upon the testing examination and research carried out by the Supplier of such Goods to Foregale for the purposes of the Health and Safety at Work etc Act 1974.
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13. LIABILITY

- a. Save where Foregale is shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods and such failure results in death or personal injury Foregale shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall Foregale be liable for consequential loss (including removal or rectification work required in connection to installation of repaired or substituted Goods) loss of profits or damage to property.

14. FORCE MAJEURE

- a. Foregale may cancel any contract without prejudice to any other rights and remedies it may have and without any liability whatsoever if prevented from performing it owing to force majeure.
 - b. Neither party shall be under liability for any delay, loss or damage caused wholly or part by act of God, governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these conditions.
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15. MISCELLANEOUS

- a. Any notice to be given by Foregale or the Customer shall be sufficiently given if posted by Recorded, signed for delivery or delivered by hand to the other at the address set out in the contract. Every notice shall be deemed to have been received and given either forty-eight hours after posting or at the time of delivery. Foregale shall be at the liberty to enter into sub-contracts with third parties for the purpose of discharging its obligations under the contract. The contract and these conditions are governed by English Law and any dispute arising in relation to the Goods supplied or the terms of the contract shall be determined by the English courts to whose jurisdiction and decision Foregale and the Customer submit.