

Terms & Conditions of Sale

STTC 01-01-2022

1. All sales are made subject to the following terms and conditions save as varied by any written contract or agreement and upon the expressed condition that so long as the goods supplied are of sound commercial quality there is no guarantee of their suitability for any specific purpose even if that purpose is known to Stratford Tools Limited (the Vendor). If there are two or more persons, firms or corporations included in the expression Buyer the said conditions shall be deemed to be binding upon such persons, firms or corporations jointly and separately.
 2. Prices are based on manufacture during normal working hours. Extra expenditure incurred by overtime working at buyer's request will be chargeable.
 3. When goods are made or adapted by the Vendor in accordance with the Buyer's specifications the Buyer shall indemnify the Vendor against all cost, claims and expenses incurred by the Vendor in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trademarks or other rights belonging to the third parties.
 4. The Vendor will exercise care in estimating powers, strengths and capacities and will do its utmost to give satisfaction as regards quality of goods and workmanship, but will not be responsible for any incidental or consequential damages of any kind whatsoever.
 5. No claims can be entertained unless submitted in writing:
 - i. For damages or partial loss of transit within three days of delivery.
 - ii. For non-delivery of the whole consignment within twenty-one days of receipt of the advice note.
 6. The Vendors Liability for damage arising out of any claim shall not exceed the purchase price of the components.

The Vendor accepts no responsibility for any loss due to delays or accidents in transit. Orders shall not be countermanded except with the written consent of the Vendor and on terms which indemnify the Vendor against all loss. Any discrepancy in goods must be notified within 7 days.
 7. Delivery dates quoted for the delivery of goods on completion of work whether quoted by the Vendor or by the Buyer should be considered as approximate only. Every endeavour will be made to comply with such dates but no responsibility to the Buyer or to any third party for any loss or injury caused by such delay can be accepted.
- Time is not the essence of the contract except when expressly agreed as such and delay shall not entitle the Buyer to refuse payment or refuse to accept delivery.
8. Where there is a specified despatch date as between Buyer and Vendor and the Buyer is unable to accept delivery at the specified time then the material will be invoiced by the Vendor as though it had been delivered.
 9. Until full payment has been made of all sums outstanding from the Buyer to the Vendor including debts arising before the date of this contract;
 - a. The property in the goods shall remain with the Vendor.
 - b. The Vendor shall have full legal and beneficial ownership of any new product into which the goods are converted or which results from mixing with other goods.
 - c. The Buyer shall keep and store the goods and any new product in such a manner that they can be identified as being the property of the Vendor.
 - d. The Buyer shall be at liberty to sell the goods (or any new product described in (b) above) in the ordinary course of business.
 - e. The benefit of any contract of sale and the proceeds of any sale shall be the property of the Vendor and held in trust for the Vendor absolutely.
 - f. The Vendor may by written notice terminate the Buyer's power of sale at any time if the Buyer goes or threatens to go into receivership or liquidation and
 - g. At any time after the termination of the power of sale the Vendor may repossess the goods (and the new product described in (b) above) and the Buyer hereby grants to the Vendor an irrevocable licence to enter upon any premises of the Buyer for the purpose of doing so.
 10. Terms. Strictly net monthly account, unless otherwise agreed. All accounts are subject to satisfactory Bank and Trade references.
 11. This contract contains all the terms and conditions with respect to sale and purchase of the goods named herein and no modification of these items and conditions shall be of any force against the Vendor unless such modification is in writing and signed by the Vendor.



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