



MUSTANG TOOLS

Unit 1B, Cornish Way, North Walsham, Norfolk, NR280AW

Telephone: (01692) 404005

Email: sales@mustangtools.co.uk

Website: www.mustangtools.co.uk

C.R. Utting Ltd Trading as Mustang Tools

Conditions of Sale

1. GENERAL

(a) These conditions apply to all quotations, orders, and contracts for the sale of goods accepted by us ("goods"). Any other terms, conditions, warranties, or representations, whether made before, during, or after the order or contract, are excluded unless expressly agreed in writing. Special or additional terms from the Purchaser are only valid if brought to our notice and agreed upon in writing.

(b) No servant or agent has the authority to orally accept any variation or addition to a contract. Any changes must be in writing and signed by a director or authorised person. Contracts can only be cancelled with our written consent and on terms indemnifying us for losses. Returns accepted by us will incur a re-stocking charge of at least 15% of the net invoice value, except for returns under condition 8.

2. DOCUMENTS

(a) All descriptions, illustrations, drawings, performance estimates, weights, and measures provided by us are approximate and do not form part of the contract. We accept no responsibility for inaccuracies or omissions, and we may vary designs or specifications at any time.

(b) Typographical, clerical, or other errors in sales literature, quotations, price lists, invoices, or other documents are subject to correction without liability.

(c) The Purchaser must provide all necessary specifications with their order. We are not responsible for goods manufactured or delivered not in accordance with the order or specifications. The Purchaser must verify that any drawings or specifications provided by us are correct.

3. PRICES

(a) All prices in quotations, catalogues, and acknowledgements are net and exclusive of VAT. Prices are provisional and may be revised before despatch to account for material costs, exchange rate fluctuations, labour costs, or other overhead changes. Prices may also be revised if the Purchaser orders smaller quantities than specified.

(b) Carriage costs will be charged to the Purchaser at the current market rate unless otherwise agreed in writing.

(c) No allowance will be made for carriage costs if the Purchaser collects goods. Additional charges apply for special transport arrangements.

4. TERMS OF PAYMENT (Credit Account Customers)

(a) Payment is due in full within 30 days of the invoice date unless otherwise stated.

(b) For contracts fulfilled in instalments, payment for each instalment is treated as a separate contract.

(c) Late payments will incur interest at 4% above Santander's Base Rate.

(d) The Contract shall be subject to no right of set-off on your part.

C.R.UTTING LTD.

Managing Director: C.R.Utting

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(e) If the Purchaser exceeds their credit limit or has no approved credit limit, payment must be made in full or via proforma invoice before goods are despatched.

5. TERMINATION AND PARTIAL DELIVERIES

If the Purchaser fails to make payment within one month, breaches the contract, becomes insolvent, or enters liquidation, we may terminate the contract or make partial deliveries without prejudice to our other rights.

6. TIME FOR DESPATCH

(a) Despatch and delivery times are approximate. We will endeavour to meet these times but are not liable for delays or losses caused by late despatch or delivery. Late delivery does not constitute a breach of contract or entitle the Purchaser to cancel.

(b) We may terminate or suspend the contract or make partial deliveries if:

(i) The Purchaser requests modifications to the contract.

(ii) Manufacture or delivery is delayed due to transport issues, strikes, accidents, material shortages, or other causes beyond our control.

7. DELIVERY

(a) When delivery is arranged by us, the Purchaser must accept delivery on arrival, at which point the risk passes to the Purchaser. Any damage, mis-delivery, or quantity discrepancies must be reported immediately in writing. Non-delivery must be reported within 7 business days (road transport).

(b) If the Purchaser arranges delivery, risk passes to them upon transfer to the carrier.

(c) The Purchaser must accept all goods within 90 days of our acknowledgement. If the Purchaser fails to accept delivery, we may store the goods at their risk and expense.

(d) The Purchaser must ensure unloading facilities are available at the delivery location.

(e) For goods sold f.o.b., risk passes to the Purchaser once the goods are over the ship's rail.

8. FAULTS AND DEFECTS AND EXCLUSION OF LIABILITY

(a) On arrival, the Purchaser must immediately examine the goods. Visual faults or defects must be reported in writing within 3 days, and non-visual faults within 90 days of arrival.

(b) If notified within the appropriate period, and upon return of the goods within 10 days, we will endeavour to replace faulty goods or make up shortages. Goods delivered not as specified will be accepted for credit and replacement. Replaced goods remain our property.

(c) We will not replace goods or make up shortages if:

(i) Faults or defects are not reported within the specified timeframes.

(ii) Faults or defects are caused by wilful damage, negligence, abnormal working conditions, misuse, or unauthorised alterations.

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(iii) Faults or defects are caused by fair wear and tear, accidents, or matters beyond our control after delivery.

(d) We are not liable under warranty if the total price for goods has not been paid by the due date.

(e) We are not liable for consequential loss or damage, including loss of profit, costs, or other claims, whether caused by negligence or otherwise.

(f) No liability is accepted for losses or damages resulting from errors in designs, drawings, or sketches provided by us.

(g) Our liability is limited to the total price stated in the contract, even in cases of fundamental breach or frustration of the contract. The Purchaser must indemnify us against third-party claims exceeding this limitation.

(h) All other conditions, warranties, and representations are fully excluded permitted by law, except for terms regarding ownership or liability for death or personal injury caused by negligence.

9. INDEMNITY

The Purchaser shall indemnify and hold us harmless against all claims for infringement of patents, trademarks, copyrights, or other intellectual property rights arising from goods manufactured or work done according to the Purchaser's specifications.

10. PROPERTY IN GOODS

Until full payment is received for all goods supplied:

(a) Property in the goods remains with us, and the Purchaser holds the goods as bailee on our behalf.

(b) The Purchaser must store the goods separately and insure them in our name against all risks at their expense.

(c) The Purchaser may sell the goods in the ordinary course of business, but all proceeds from such sales are our property and must be accounted for on demand.

(d) The Purchaser may incorporate the goods into other products, but if sold before payment, the Purchaser acts as our agent and must account for proceeds up to the invoice value of the incorporated goods.

(e) Automatically if a Receiver is appointed over any assets or undertaking of the purchaser or winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation or calls a meeting or makes any composition or arrangement with its creditors or commits any act of bankruptcy.

(f) Upon Determination of the powers of the Purchaser referred to in (c) and (d) above the Purchaser shall place the goods at our disposal and we shall be entitled to enter upon the incorporated into other products or affixed to the realty.

11. LEGAL CONSTRUCTION

The Contract shall in all respects be constructed and operated in conformity with English Law. If any of these Conditions or any part thereof is rendered void or

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unenforceable by any legislation to which it is subject, it shall be void and unenforceable to that extent and no further.

Governing Law

These Terms and Conditions, and any separate agreements whereby we provide you with products or services, shall be governed by and construed in accordance with the laws of England and Wales.

If a dispute arises in connection with these Terms and Conditions, it shall be subject to the exclusive jurisdiction of the courts of England and Wales, except where applicable consumer protection laws provide otherwise.

Nothing in these Terms and Conditions affects any statutory rights you may have as a consumer under applicable UK law.

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