Advantage Fibres International Ltd - Conditions of Sale

1. Definitions.

"The Seller or Company" means Advantage Fibres International Ltd. "The Buyer" means the person or Company buying the goods. "The Goods" means the goods to be supplied by the Seller to the Buyer under the contract of which these conditions form part. "The Order or Contract" means the written acceptance of our Buyers order.

2. General.

The Seller accepts Orders for the supply of goods only and exclusively subject to these conditions specified below, even if the buyers own documentation contradicts or states that the Buyers own terms prevail, unless a specific written agreement is made by a Director of the Seller.

3. Price.

All prices agreed & confirmed at the time of Order are fixed unless otherwise agreed in writing by a Director of the Company. All prices are exclusive of VAT (Value Added Tax), other taxes or duty unless specified on the Sellers contract. Any applicable taxes or duty will be applied at the time of invoice.

4. Quotations

Quotations supplied either in writing or verbally do not constitute an order by the Seller until a written order or contract is issued by the Seller.

5. Terms of Payment

Terms of payment are as stated on confirmation of order and on invoice.

If the Buyer fails to pay on the payment due date, the Seller will be entitled to interest from the date due until payment is made at the rate of 2% per month calculated on a day-by-day basis. The Seller may also charge any costs incurred due to non-payment of invoices on the due date, including recovery and administration costs.

Each party shall be responsible for their own bank charges and no Buyers bank charges should be deducted from the invoice value payment.

No claim by the Buyer automatically entitles the Buyer to withhold any part of the Invoice value.

6. Claims.

Any claims relating to discrepancy of invoiced weights should be made within 7 days of receipt of goods and prior to opening & processing of goods.

It is the Buyers responsibility to inspect & if necessary, test the goods to ensure they are compliant with goods ordered prior to any further processing. All claims regarding quality must be made to the Seller in writing no later than 7 days of arrival. The Seller cannot be held responsible for any direct, indirect or consequential losses incurred when goods have been removed from the original packaging and processed in any way.

Goods must be made available for inspection by the Seller or a nominated representative of the Seller.

Where we acknowledge goods to be substandard to that sold, we will either mutually agree to negotiate the contracted price or agree to replace goods in a reasonable expected timeframe. Liability of any claims will be limited to the Contract value.

7. Risk & Retention.

While risk of the goods passes from the Seller to Buyer at the point of delivery specified on the sales contract (i.e. FOB, FOT, CIF, DDP, DDU etc.) the title of the goods remain the property of the Seller until the invoice is paid in full.

The Buyer agrees to store securely all goods which are the property of the Seller, make them easily identifiable and to insure for their full value.

In the event of bankruptcy, voluntary winding up of the Company or failure to honour the terms of our contract, the Seller is hereby given the Buyers consent to enter any property where the goods are stored to recover in part or in full any unpaid property of the Seller.

We will also hold the right to cancel any outstanding contracts without prejudice

8. Carriage & Delivery.

Terms of carriage/delivery will be stated in writing on the Seller's contract as defined by current INCOTERMS 1980 although all delivery periods are estimated only. The Seller may deliver goods within a margin of 5% above or below the contracted quantity.

Goods will be delivered in accordance with the contracted terms subject to extension where necessary for unforeseen circumstance such as breakdowns, accidents, delays in transport, unavailability of raw material, fire, flood, Force Majeure, government requirements or any other cause beyond the Sellers reasonable control.

The Seller shall not be liable to compensate the Buyer for non or late delivery of goods for any of the above reasons and the Buyer may not count this as a breach of contract to refuse delivery.

Non acceptance of any goods will result in the Buyer being liable for all related costs including storage, transport, disposal costs and loss on resale price if applicable.

The Seller may at its absolute discretion make a reasonable storage charge for all goods standing to the credit of the Buyer or to the Buyer's order.

9. Law & Arbitration

All contracts issued by the Seller and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these contracts (including any non-contractual dispute or claims), shall be governed by and construed in accordance with English law.

Any dispute arising between the Seller and the Buyer on any aspect of this contract shall be determined under the rules of arbitration of the Arbitration Committee of the Bradford Chamber of Commerce.
