

1. In these Conditions 'the Seller' means The Kenton Group Ltd or any other company whether limited or unlimited which has at the date of the signing of this Agreement succeeded to or carries on its business.
2.
  - a. These conditions shall apply to all agreements whether written or verbal or part written and part verbal so far as the same are not specifically excluded, amended or varied as hereinafter provided.
  - b. Any exclusion, amendment or variation of these conditions purported to be made by the Buyer shall not apply unless agreed to in writing by Director or senior officer of the Seller. Any condition purported to be included by the Buyer shall be void unless the same has been agreed in writing by a Director or senior officer of the Seller
3.
  - a. Any quotation shall remain valid for 30 days from the date thereof and any quotation shall be deemed to be an invitation to treat and not an offer to enter into a Contract by the Seller. Until a buyer's order has been accepted in writing by the Seller no binding Contract shall be deemed to be affected.
  - b. A purchase order must be in writing signed by or on behalf of the Buyer and the Seller shall be entitled to assume that the order is duly authorised.
4.
  - a. All quotations are subject to the costs of labour and materials and the exchange rate of the pound remaining at the same levels as those prevailing at the time of quotation and the Seller reserves the right without notice to alter the prices of goods by the amount which the actual cost of labour and materials has altered and/or by the amount which the exchange rate has fallen by reason of the alteration of the aforesaid levels since the time of such quotation.
  - b. All quotations are based only on the specifications and instructions received at the time the quotation is given. Any alterations and additions due to modified instructions will be charged to the Buyer at ruling prices.
5.
  - a. Unless otherwise stated prices and quotations are exclusive of Value Added Tax.
  - b. Unless otherwise stated packing and carriage are charged additionally to the Buyer.
6. Delivery periods shall date from the acceptance by the Seller of an unconditional order by the Buyer for the goods together with all information and drawings to enable the work to be put in hand. The place of delivery is as stated in the Buyer's order or if no such place of delivery is specified delivery is ex-works. While the Seller will take all reasonable steps to deliver the goods within the delivery period the Seller accepts no responsibility for any failure to do so and such failure of delivery shall not avoid the Contract. The Seller reserves the right to extend the delivery period and time shall not be of the essence of the agreement. The Seller reserves the right to deliver in more than one carriage or shipment and the Buyer will accept delivery of any carriage or shipment at any time within the delivery period or any extended delivery period.
7. Orders cannot be cancelled or deliveries postponed except with the Seller's consent and on terms which will indemnify the Seller against all loss. In the event of postponement or suspension of any order or work or any deliveries due to the Buyer's instructions or lack of instructions the contract price shall be increased to cover any extra expense thereby incurred by the Seller.
8. No claim arising out of any alleged defect in the quality of the goods and/or failure to meet the buyers specification will be entertained save as hereinafter provided.
  - a. The buyer shall inspect the goods immediately on their receipt from the seller and shall within 14 days from such receipt give notice in writing to the seller of any matter or thing by reason whereof it is alleged that the goods are defective and/or not in accordance with the buyer's specification. If the buyer shall fail to give such notice within the specified time period the goods shall be deemed to be in all respects of merchantable quality and/or fit for the purpose for which they were ordered and/or in accordance with the buyer's specification.
  - b. Notwithstanding the provisions of sub-clause (a) the seller shall not be held liable in respect of any claim howsoever arising made after the buyer shall have parted with possession of the goods supplied or at all if the goods shall have been delivered direct by the seller to a third party at the buyer's request. In any such circumstances the buyer shall if not a fact, be deemed to have inspected the goods and accepted the same. This clause shall have effect whether the goods are delivered to another party either in the same state as they were received from the seller or as part of or admixed with other goods.
  - c. If the buyer does not inform the seller of any alleged defect or failure to meet specification within the aforesaid time period then the buyer shall indemnify the seller against any claim by a third party in respect of the goods supplied.
9.
  - a. Risk shall pass to the Buyer on receipt of the goods.
  - b. Legal and equitable ownership of the goods shall remain with the Seller until such times as all sums owing to the Seller under the Contract have been paid. The Buyer shall however be entitled.
    - i. on behalf of the seller to sell the goods in the normal course of the business but in such event the proceeds of sale to the value of the goods (that value for all purposes in this clause being the price invoiced by the Seller to the Buyer for the goods) and/or the claim to such proceeds to the value of the goods will be held in trust for the Seller in place or the goods and/or
    - ii. on behalf of the Seller to convert the goods in to other products and / or admix the goods with goods the property of the Buyer or other third parties in the normal course of business and on behalf of the Seller to sell the goods as converted or admixed in the normal course of business but in such event
      - (a) until sale of the products into which the goods have been converted or admixed in the normal course of business the property and the goods will remain with the Seller and the Buyer will hold in trust for the Seller the said products to the extent of the full value of the goods and
      - (b) on sale in the normal course of business the Buyer will hold in trust for the Seller the proceeds of sale of such other products into which the goods have been converted or admixed to the value of the goods and/or the claims to such proceeds to the value of the goods.

PROVIDED ALWAYS that in the event of non payment of the goods the Seller shall be entitled if it should so choose to waive the right to ownership and take action to recover the difference in value between the sale price of the goods and their value on repossession.
10. No claim for damage in transit, shortage of delivery or loss of goods will be entertained save as hereinafter provided.
  - a. In the case of damage in transit or shortage of delivery a separate notice in writing must be given both to the carrier and to the Seller immediately on receipt of the goods and a full claim specifying in detail the extent of damage or shortage as the case may be must be given to the Seller within 14 days of receipt of the goods.
- b. In the case of total loss of goods notice in writing must be given to the Seller and a complete claim in writing made within 28 days of the date of receipt of the consignment by the buyer and time shall be of the essence of this sub clause.
- c. The Buyer shall be deemed to have checked the goods on receipt from the carrier unless the delivery book of the carrier has been signed 'not examined' by or on behalf of the Buyer.
11.
  - a. All accounts are payable forthwith on submission of an invoice.
  - b. Payments not received after 30 days end of month after submission of an invoice the Seller's shall be entitled under the Late Payment of Commercial Depts. (Interest) Act 1998 to charge interest at 5% over Bank of England Base Rate from time to time.
  - c. The Seller reserves the right to suspend deliveries where payments are not received in accordance with this clause.
12.
  - a. While the Seller makes every reasonable effort to ensure the accuracy of technical data or literature relating to the goods the Seller is not responsible for any damage or loss arising from any errors or omissions in such technical data. If the goods supplied do not correspond with the literature or technical data by reasons solely of such errors or omissions the Seller shall be under no liability to the Buyers in respect thereof
13. In the event of acts of God, fire, flood, war and civil disturbances or riots, acts of government, currency restrictions, labour disputes, unavailability of materials, failure of supplier or subcontractor to deliver in time and every other circumstance outside the reasonable control of the Seller the Seller shall be entitled at any time on notice to the Buyer to make partial deliveries only or to determine the contract without prejudice in any case to rights accrued in respect of deliveries already made and the Seller shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligation under the Contract.
14.
  - a. Patent and design rights relating to the goods offered or supplied shall remain the Seller's absolute property and the designs and drawings of the Seller shall not be reproduced or disclosed to any third party without the written consent of the seller first being obtained. The Buyer will not without the previous written consent of the Seller copy or enable others to copy any goods or parts thereof supplied by the Seller.
  - b. The Seller does not warrant that the sale of goods and the publication of literature or technical data relating thereto is free from patent registered design and other rights and the Buyer shall not be entitled to make any claim against the Seller in respect thereof.
  - c. The Buyer shall indemnify the Seller and its suppliers against all royalties and other payments in respect of any patents registered designs or other rights which may be claimed as a result of good being made according to designs or specifications supplied by the Buyer. The Buyer shall indemnify the Seller and its suppliers against all claims, expenses and costs in connection with any claims for infringement of any patent or registered design or other right in the manufactured use or sale of such goods.
15. Where goods are sold f.o.b. the responsibility of the Seller shall cease immediately the goods are placed on board ship and the Seller shall be under no obligation to give the Buyer the notice specified in the Section 32 (3) of the Sale of Goods Act 1893.
16. If the Buyer shall make default in or commit a breach of the Contract or any other of his obligations to the Seller if any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or Receiving Order in bankruptcy shall be presented or made against him or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Buyer's last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise
17. To assist with granting unsecured trade credit, the customer agrees that the Company may make such enquiries and searches and obtain such references as it considers reasonable from any person, firm or company including any credit reference agency, and further agrees that the Seller may keep a record of any and all such searches on its files. The Buyer understands and accepts that any credit reference agency used, will also keep a record of any such search and will share that information with other businesses. The Seller may also make enquiries about the principal directors and our declared shareholders with a credit reference agency. The Seller will monitor and record information relating to the customer's trade performance and such records may be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.
18. Under Article 28 of the GDPR, The Kenton Group Limited is defined as a data "controller" for personal data that you provide or certain transactions that take place between us. For example; when we set up an account & when we process orders for delivery to your premises. As data controller we may collect contact details, payment details and company details. These will be used to transact orders, to confirm credit, to take payment, to deliver goods etc, as required to fulfil our legal and contractual obligations in processing your account and orders. This data will only be used by staff who have a business need to access the data, will only be shared with those 3rd parties who enable us to perform our obligations (e.g. credit agencies and delivery firms), will be secure in our online and offline systems and will be retained for a maximum of 7 years in order to enable us to comply with our legal obligations, after which time it will be deleted. Our use of sub-contractors or GDPR "data processors" is governed by an agreement that ensures they are also compliant with GDPR and that the data is dealt with accordingly.
19. These conditions all quotations and any contracts that shall result therefrom shall be governed and interpreted in all respects in accordance with English law and the Buyer submits to the jurisdiction of the English Courts.