

# GCC Valves Terms and Conditions

1.1) Any contract entered into with GCC Valves (known for the purposes of these Conditions as the "Company") comprises the Company's quotation and acceptance and is made on these conditions.

1.2) These terms and conditions exclude all other terms and conditions subject to any rights and liabilities imposed by statute or otherwise. All additions thereto and variations thereof shall be of no effect unless agreed to by a director of the Company in writing. No other employee, representative, agent has authority to vary alter or amend the conditions in any way whatsoever.

1.3) These Conditions of Sale are deemed to be included in every Contract of Sale entered into by the Company for delivery of goods, unless expressly excluded or varied in writing, signed on behalf of the Company.

1.4) Any contract entered into with GCC Valves and including any of the Select Sites are based on Business to Business Terms and Conditions and unless expressed differently by the customer and notified in writing prior to placing an order, with written consent from the seller, then our B2B Terms and Conditions will be Applied.

2.1) Any quotation given is to be taken only as referring to the quantity and type of product specified in the quotation.

2.2) All goods are supplied under our Stockist Certification. However, not all these goods are obtained from sources with third Party Certification in their own right.

2.3) In the event of the Customer not requiring all the goods in an order to be supplied within a period of 1 (one) month and in the event of the Company agreeing to supply for a long period then the Company reserves the right to increase the quoted price in respect of the whole of the order.

3.1) The prices quoted are provisional only and may be amended by the Company at any time before delivery of the goods or before execution of any work, without prior notice, if the costs thereof should rise between date of quotation and the date of delivery or in the event of any variation in the cost of material, labour, transport or other overheads between the date of the quotation and the completion of the work. When goods are sold without prior quotation they will

be charged for at the Company's prices ruling at the time of dispatch.

3.2) All carriage charges are additional to prices quoted unless agreed in writing by the Company.

3.3) Value Added Tax will be charged separately at the current UK rate. Should the VAT Tax rate alter between quotation and delivery the revised rate of VAT will apply. For Company's ordering from abroad VAT will be charged for unless excluded by HMRC. Valid proof of VAT registration must be provided.

4.1) The Company shall be entitled to invoice the Customer for the price of goods on or at any time after delivery.

4.2) Goods for collection will be invoiced on the day collection has been agreed, irrespective of actual collection occurring on or after that agreed date. The invoice date is final, collection is the responsibility of the purchaser, late collection will not affect or extend the payment due date.

4.3) Payment is to be 30 days following month end for account holders, unless otherwise expressly agreed in writing. Extended payment terms may be agreed following evaluation and can only be authorised in writing by a Director of the company. Under no circumstances are extended payment terms accepted without prior agreement.

5.1) In the event of late payment, at the Companies discretion, the Company shall have the right to make a surcharge in respect of allowing credit to the customer between the date of delivery and the date of payment, charges will be made in accordance with current legislation. In each such case the amount of the surcharge shall be separately invoiced.

5.2) The risk in the goods shall pass to the Customer on delivery but full legal and equitable ownership shall remain in the Company until payment in full has been made of amount outstanding to the Company. Until the Company is paid in full or all amounts owed by the Customer in respect of this or any other agreement the relationship of the Company to the Customer shall be fiduciary in respect of the products themselves or further goods in which the goods are incorporated or used and if the same are sold by the Customer the Company shall have the right to trace the proceeds of sale. Any such sale must be made on proper commercial terms and in the ordinary course of business and on the basis that the Customer holds the proceeds of sale on trust for the Company. Until payment in full the Customer shall clearly identify the goods as being the property of the Company.

5.3) If the Customer makes default in any payment or becomes insolvent or subject as debtor to the operations of the

Bankruptcy Laws the Company may at its option without notice to the Customer withhold or cancel further deliveries, enter upon the premises of the Customer or that of its agent to retake possession of any goods the ownership of which remain with the Company and shall retain a lien for any amount outstanding on any goods the property of the Customer which may remain in the possession of the Company or its agents.

5.4) No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profits), costs (including the cost of all labour and materials used) damages, charges and expenses incurred to the Company as a result of the cancellation. In addition a general handling charge will be levied against order cancellations or returns where the company is not at fault.