

General Conditions of Sale of DNT Company Ltd

1. All goods shall be supplied exclusively on the basis of the conditions set out below and subject to the availability of sufficient credit insurance at time of delivery/call off.
2. Only undisputed claims may be offset against payment.
3. If, following completion of the contract, the purchaser suffers a substantial deterioration of assets or falls into arrears of payment under another contract with ourselves, we may, subject to appropriate postponement of the due dates, make a delivery conditional upon the provision of sufficient security. If the security is not posted within two weeks of being requested, we may cancel the contract.
4. The customer's obligation to pay shall not be met until the entire sum invoiced is at our disposal in one of our accounts.
5. From the due date, we shall charge interest at a rate of 8% over the Bank of England Base Rate.
6. Delivery times shall be understood as ex works; they shall commence on the date of confirmation of order and after clarification of all details.
7. Delivery dates shall be extended if the purchaser fails to meet its own obligations.
8. Delivery by instalments shall be permissible. A tolerance of +/- 20% over delivered quantities by single item is allowed within up to 100 tonnes placed. Over 100 tonne order per single item, the tolerance allowed is +/- 10%.
9. No claim for compensation shall be entertained in the event of non-performance or delayed delivery.
10. No obligation to deliver shall exist in the event of force majeure, such as monetary interventions or acts of authorities, war, strike, lock-out and disruptions of operations or obstruction of the transport routes. If performance of the contract cannot reasonably be expected, cancellation shall be possible.
11. Agreed off-takes shall be implemented immediately after notification of readiness for dispatch, we shall be entitled, though not obliged, to arrange the off-take on our own initiative.
12. In the event of delay on the part of the purchaser in taking or requesting delivery of the goods, we may store the goods at his expense and risk.
13. Unless otherwise agreed, our deliveries shall be unpackaged and not corrosion-protected.
14. The Seller guarantees that the provision of the material will respond to the characteristics and conditions specified in the Confirmation of Sale. In all cases the Seller will not assume any responsibility for the applications and operations to which the material is subjected by the buyer or his representative, nor give any guarantee of the saleability, quality, or adequacy of the material for specific uses and declines any responsibility for the product which has been submitted to unusual applications by the buyer. The Seller declines all responsibility in the case of supplies of coils coated with PVC if the PVC is not removed within 30 days from the date of supply.
15. Eventual technical specifications and/or requests of guarantees put forth by the customer will not be held in consideration if not reproduced in the Confirmation of Sale.
16. The customer must inspect the goods immediately upon receipt, and any defects found must be notified in writing within 14 days. For non-visible defects the customer has 90 days from sight of goods to notify any claim, again in writing. In both cases where a defect is present the customer shall not process more than 5% of material with previous consent of the Seller. Processing more than 5% of material will result in the technical rejection of the claim. No warranty claims shall be entertained if the customer's complaint is out of time, or if the customer provides no opportunity for the Seller or our agent to inspect the goods despite being requested to do so, or if reject material has been ordered and delivered. In the event of defects attributable to damage in transit, the customer must arrange for the facts to be recorded by the competent department and must notify all parties in writing; he must furthermore arrange for such defects to be noted on the acknowledgements of receipt. In the event of a defect during processing, no more than 5% to be run before the coil is taken off for inspection to by the Seller.
17. The customer or his customers may not re-export our goods out of the country of destination. The purchaser shall be liable for all the consequences of any infringement.
18. Reservation of title: all goods delivered shall remain the property of DNT Company Limited until full payment of the price and all other eventual costs (taxes, interest, etc...) have been met. DNT Company Limited remains owner of the goods even if they are transformed and/or resold by the buyer. In this case, the claim out of the resale shall automatically be assigned to DNT Company Limited.
19. The customer shall have the sole liability for, and shall bear all risks and costs associated with the unloading, correct handling and suitable storage of Goods and/or the transformed goods. Moreover, the customer undertakes to take a general liability all risks insurance policy, at its own cost, including coverage as to deterioration and/or theft of all or a part of Goods and/or the transformed goods and to provide to the Seller, at its first request, a certificate confirming both such insurance coverage and the payment of the insurance premium related thereto.
20. The applicable law shall be the law of the United Kingdom.
21. Except as provided for under applicable incoterms, any and all taxes, duties, charges, rates, levies which may be assessed, imposed or levied by any authority in the country of destination of the goods contemplated by the present contract shall be for the account of the buyer. It shall be a condition of this contract that if, after issuing this contract, the Commission of the European Union or other competent authority announces or is reasonably likely to announce that the goods are or will be subject to trade or anti-dumping measures involving the application of duties, quotas, tariffs, sanctions, embargoes or other trade measures on importation of the goods into the country of destination. The seller shall at its option be entitled either to require the buyer to reimburse on invoice any additional charges and duties imposed on the goods: or by notice cancel the contract or suspend its obligations under it without liability.