

TARGET FASTENINGS LTD TERMS AND CONDITIONS OF BUSINESS

1) DEFINITIONS

In these Conditions:

- "The Company" means Target Fastenings Ltd.
- "The Customer" means the individual, firm, or corporation contracting with the Company for the purchase of goods.
- "The Goods" means the products or materials supplied by the Company.
- "The Contract" means the contract for the sale of Goods incorporating these Terms and Conditions.

2) GENERAL

(a) Any quotation or estimate given by the Company is an invitation to the Customer to place an order and thereby make an offer open to acceptance by the Company and no order placed in response to or any other acceptance of a quotation or estimate shall give rise to a contract binding upon the Company.

(b) These conditions are the only conditions upon which the Company transacts business and shall be incorporated in the Contract to the exclusion of all other terms and conditions including any terms and conditions specified or referred to in any order placed by the Customer. Any reference in any document forming part of or evidencing the Contract (including any order, drawing, specification or similar document or documents to the same effect) to any terms or conditions of purchase or business of the Customer shall not have the effect of incorporating any such terms or conditions in the Contract.

(c) No variation of these Conditions shall have effect unless it is agreed to by the Company in a document signed by a director of the Company issued to the Customer.

3) PRICES

(a) All prices are exclusive of Value Added Tax which will be charged at the rate applicable.

(b) The price charged will be that ruling at the date of despatch of the Goods to the Customer and prices stated in any quotation, estimate, acceptance of order or other document issued by the Company prior to despatch of the Goods shall not be binding upon the Company.

(c) In the case of Goods to be delivered to a destination in the United Kingdom the price includes carriage to that destination if the value of the order at the price or prices ruling at the date of despatch exceeds £100. In the case of Goods to be delivered to a destination outside the United Kingdom the price is F.O.B. English port if the value of the order at the price or prices ruling at the

date of despatch exceeds £300. In all other cases the price is ex works and the costs of carriage by the route and method selected by the Company as being the cheapest and most convenient will be charged extra at cost. Any order the value of which at the price or prices ruling at the date of despatch is less than £10 will be charged at £10. Delivery charges for web orders are displayed in the checkout area at the point of sale.

4) PACKING

(a) If the quantity of any item ordered by the Customer is less than the Company's normal carton quantity the Company may at its discretion either supply a single carton or supply in packets at extra cost. If the Company supplies a single carton the Customer shall purchase the whole carton at the price ruling at the date of despatch and the Customer shall not be entitled to return or to have any credit for the difference between the quantity ordered and the carton quantity.

(b) Pallets, where supplied, are free of charge, but the Customer is requested to co-operate in the return of pallets in the interest of economy where delivery is made by the Company's own transport. Goods will not be despatched in the Customer's own tote tins or other containers and the Company accepts no responsibility for any loss or damage to such tote tins or other containers.

5) PASSING OF RISK

The goods shall be at the risk of the Customer: (a) if they are delivered to the Customer's own premises by the Company's own transport from the time at which they are unloaded from such transport.

(b) in any other case from the time they are loaded on the vehicle on which they are to leave the Company's premises en route to the Customer whether such vehicle is the Customer's or a third party's vehicle.

6) INSPECTION

The Customer shall inspect the Goods immediately upon their arrival at the destination to which they are to be delivered pursuant to the Contract for the purpose of ascertaining (but without being required to open any carton or packet):

(a) that the number of items and cartons and the quantities are as specified and the Goods are as described in the Company's Delivery Note.

(b) whether the goods have been damaged in transit.

(c) that the Goods are those specified in the Customer's order.

Any discrepancy between the Goods delivered and those described in the Company's Delivery Note or specified in the Customer's order and any damage to the Goods in transit must be notified to the Company in writing within three working days of the Customer's receipt of the Goods. In the case of non-delivery of the Goods the Customer must notify the Company in writing within ten working days of the receipt by the Customer of the Company's Delivery Note. Without prejudice to the provisions of Condition 5 no claim in respect of non-delivery or damage in transit will be entertained by the Company unless the provisions of this Condition are complied with by the Customer.

7) CANCELLATION OF ORDERS

The Customer shall not be entitled to cancel an order which has been accepted by the Company except upon terms which reimburse the Company for all costs, charges and expenses (including costs of tooling and purchase of raw materials) incurred by the Company in respect of the order up to the date of receipt by the Company of written notification of cancellation from the Customer.

8) PAYMENT

Payment for the Goods shall be made no later than the last day of the month following the month in which the goods were despatched from the Company's premises unless the Company has agreed in writing with the Customer to extend additional credit to the Customer.

If the Customer fails to comply with its payment obligations the Company may withhold despatch of any part of the Goods remaining to be supplied, suspend its performance of any other contract between it and the Customer or require the Customer to pay for goods prior to their despatch from the Company's premises.

All amounts due from the Customer in payment for the Goods which are not paid on or before their due date for payment shall bear interest at the rate of 5% per annum above National Westminster Bank PLC's base lending rate or 10% per annum whichever is the higher from the due date of payment until they are paid.

The Customer shall not be entitled to set off against sums due to the Company under the Contract any amount claimed by the Customer from the Company whether under the Contract or some other contract between them or on any other account.

9) TITLE TO GOODS

(a) Title to and property in the Goods shall remain vested in the Company (notwithstanding their delivery and the passing of the risk therein to the Customer) until:

(i) the price of the goods, and (ii) all other money due from the Customer to the Company on any other account or pursuant to any other contract has been paid and satisfied in full.

(b) Until the title to and property in the Goods pass to the Customer the following provisions shall apply:

(i) The Company may at any time without prior notice to the Customer repossess and resell the Goods if any of the events specified in Condition 13 occurs or if any sum due from the Customer to the Company under the Contract or on any other account or pursuant to any other contract is not paid on the due date for payment.

(ii) The Customer shall store the Goods in a proper manner without charge to the Company and ensure that they are clearly identified as belonging to the Company. The Company shall be entitled to examine the Goods in storage at any time during normal business hours and upon giving the Customer reasonable notice of its intention to do so and to enter upon any premises owned, occupied or access to which is controlled by the Customer.

(iii) The rights and remedies conferred upon the Company by this Condition 9 are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.

10) PERFORMANCE

(a) If having used its reasonable endeavours to comply with any date or dates specified in the Contract for the despatch or delivery of the Goods to the Customer the Company is unable to do so, such failure shall not constitute a breach of contract by the Company entitling the Customer to terminate the Contract and/or to claim damages against the Company.

(b) If the Company is delayed in or prevented from performing the Contract or any part thereof by circumstances beyond its control such as industrial disputes, fire, severe weather conditions, decisions or actions of any government or other authority, shortages of materials, power or machinery breakdown or failure, war, threat of war or interruption or reduction in communications or means of transport, the Company may suspend further performance of the Contract for so long as it is so delayed or prevented and such suspension shall not constitute a breach of contract on the part of the Company.

The Company shall notify the Customer in writing of any such suspension of performance of the Contract and if such suspension continues for more than six weeks the Customer may by notice in writing to the Company terminate the Contract but without prejudice to the Company's right to be paid in accordance with the Contract for any part of the Goods which may have been despatched to the Customer prior to the suspension of performance by the Company and to be reimbursed all other costs, charges and expenses incurred by the Company pursuant to the Contract up to the date of receipt by the Company of such notice of termination.

11) GUARANTEE

(a) If the Goods are to be supplied entirely in accordance with drawings, specification or other data supplied by the Customer then provided that the Goods are so supplied the Company shall not be liable to the Customer in contract or in tort for any loss or damage the Customer may suffer because the Goods subsequently prove to be unsuitable for the purpose or purposes for which the Customer required them or prove not to be of merchantable quality within the meaning of the Sale of Goods Act 1979.

(b) In any other case if the Customer establishes to the reasonable satisfaction of the Company that the Goods when despatched from the Company's premises were not of merchantable quality within the meaning of the Sale of Goods Act 1979 the Company will accept the return of the goods by the Customer and at its option either refund to the Customer the price thereof (or if the price has not been paid cancel its invoice therefore) or replace the Goods free of charge to the Customer provided that the Customer notifies the Company in writing within 14 days of discovering any defect in the Goods which the Customer claims renders them not of merchantable quality and in any event within three months of the despatch of the Goods to the Customer by the Company.

(c) Except as stated in sub-paragraph (b) of this Condition the Company shall not be liable either in contract or in tort for any loss or damage direct or consequential which the Customer may suffer by reason of: (i) any defect being discovered in the Goods; (ii) the Goods not being suitable for any

purpose for which the Customer required them; (iii) any act or omission, neglect or default in the performance of the Contract by the Company, its employees or agents (including negligence); (iv) any breach by the Company of any condition or warranty statutory or otherwise.

(d) Nothing contained in this Condition shall operate so as: (i) to exclude the liability of the Company for death or personal injury resulting from the negligence of the Company its employees or agents; (ii) to exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979; (iii) to impose upon the Company any liability in respect of any representation made by the Company in the course of the negotiations between the Company and the Customer leading to the making of the Contract unless the Company has expressly agreed in writing that such representation shall be a term of the Contract; (iv) to impose upon the Company any liability for any deterioration in the condition of the Goods after despatch by the Company by reason of the failure of the Customer to store them under suitable conditions.

(e) If at the request of the Customer a certificate of conformity is provided the issue thereof shall not operate to confer upon the Customer any rights or remedies against the Company in respect of the Goods which the Customer would not have had in the absence of any such certificate.

12) TOOLING

All tooling costs will be borne by the Company unless otherwise expressly agreed in writing. All tooling will remain the property of the Company to the entire exclusion of any interest therein of the Customer notwithstanding that the Company charges the Customer the whole or a proportion of the costs thereof.

13) BREACH OF CONTRACT BY OR INSOLVENCY OF THE CUSTOMER

If any of the following events occurs or in the opinion of the Company is reasonably likely to occur:

(a) the Customer commits any breach of the Contract; or (b) any distress or execution is levied upon any of the goods or property of the Customer; or (c) the Customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors generally or a petition is presented to make the Customer bankrupt; or (d) the Customer (being a Limited Company) has an Administrative Receiver, or a Receiver and Manager appointed of the whole or any part of its undertaking property or assets or a petition is presented or an order is made or a resolution is passed for the winding up of the Customer or for the appointment of an Administrator thereof;

...the Company may without prejudice to any other rights or remedies it may have against the Customer forthwith suspend further performance of the Contract or by notice in writing to the Customer terminate the Contract as it thinks fit.

Notwithstanding any such suspension or termination, the Customer shall pay the Company in accordance with the Contract for all Goods despatched by the Company prior thereto and shall indemnify the Company against any liability or expense incurred by the Company in its performance of the Contract including (without prejudice to the generality of the foregoing) liabilities and

expenses in connection with raw materials and tooling obtained or produced for the purposes of the Contract and the cost of labour and overhead expenses reasonably attributable thereto.

14) WAIVER

The rights and remedies of the Company in respect of the Contract or in respect of any failure by the Customer to observe or comply with the terms thereof shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

15) DATA PROTECTION ACT

The Customer agrees that any personal data provided to us can be passed to our credit insurer, credit reference agencies and information providers, insurance companies, intermediaries and agents and they may keep record of it and pass it to their customers. The personal data will be used for credit risk assessment and insurance and other related purposes and we may also receive personal data from sources other than the Customer.

16) LAW

The Contract shall be governed by and construed in all respects in accordance with English Law and the Customer irrevocably submits themselves to the exclusive jurisdiction of the English Courts.

17) WEBSITE TERMS OF USE

By accessing and using our website, you agree to comply with and be bound by the following terms of use, which together with our privacy policy govern Target Fastenings Ltd's relationship with you in relation to this website.

- (a) The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- (b) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- (c) Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
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(g) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

(h) You may not create a link to this website from another website or document without Target Fastenings Ltd's prior written consent.

(i) Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

18) PRIVACY POLICY

This privacy policy sets out how Target Fastenings Ltd uses and protects any information that you give us when you use this website.

(a) Target Fastenings Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement.

(b) Target Fastenings Ltd may change this policy from time to time by updating this page. You should check this page occasionally to ensure that you are happy with any changes. This policy is effective from 1st April 2010.

(c) We may collect the following information:

- Name and job title
- Contact information including email address
- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers

(d) We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping
- Improving our products and services
- Periodic promotional emails about new products, special offers, or other information using the email address you have provided
- Market research contact via email, phone, fax or mail
- Website customization according to your interests

(e) We are committed to ensuring that your information is secure. Suitable physical, electronic and managerial procedures are in place to safeguard and secure the information collected online.

19) COOKIE POLICY

(a) A cookie is a small file which asks permission to be placed on your computer's hard drive. Once agreed, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site.

(b) Cookies allow web applications to respond to you as an individual, tailoring operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

(c) We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website to tailor it to customer needs. This data is used only for statistical analysis and is then removed from the system.

(d) Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie does not give us access to your computer or any information about you, other than the data you choose to share.

(e) You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

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