

SOUTHWEST COMPOSITE WORKS
Terms and Conditions

1. **AGREEMENT**
Subject to any Special Conditions agreed to in writing between the Seller and the Buyer, these Terms and Conditions shall apply to the exclusion of all others. Any contractual terms and conditions of the Buyer (whether on the Buyer's order form or otherwise) are expressly excluded. The Buyer acknowledges these terms and conditions embody the whole agreement between the parties and agrees to be bound by them.
2. **QUOTATIONS**
The Seller's quotations are valid for a period of thirty (30) days from the date of the quotation. The Seller's offer is subject to review, amendment or withdrawal at any time prior to acceptance of a purchase order or like instrument issued by the Buyer or the expiry of thirty days (or other quoted validity term stated in the quotation), whichever is the earlier.
3. **TERMS OF PAYMENT**
Payment shall be made by the Buyer to the Seller for all goods supplied, work and labor done, and services rendered within 15 days of the date on invoice without deduction. The Buyer acknowledges that time is crucial with regard to payment and that any breach of this term will enable the Seller to exercise all of its rights contained herein, including (but without in any way limiting its rights) to cancel credit and take legal action for the recovery of all sums outstanding. Interest at the current commercial overdraft rate may be applied to overdue account balances.
4. **COSTS**
Should payment remain outstanding beyond the Seller's payment terms, as outlined above, the Buyer is liable for all costs, including legal costs (on a Solicitors / own client basis), court fees and mercantile agents' fees incurred by the Seller in recovering the amount outstanding.
5. **PRICES AND CHARGES**
Prices do not include shipping, insurance, sales or excise taxes, customs or duties; such charges may be separately itemized on the invoice and shall be paid by Buyer. Unless otherwise stated, prices are subject to change without notice. Seller shall not be responsible for storage, transportation or similar charges occurred at destination. Title and all risks of loss and damages shall pass to Buyer upon delivery of the products sold hereunder to the carrier. To the extent legally permissible, all present and future excise levies or taxes or any similar charges imposed by any federal state, foreign or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use for consumption of products or services including taxes upon or measured by the receipts therefrom shall be for the account of Buyer.
6. **DELIVERY**
Goods shall be delivered to the address specified in the Purchase Order as the address for delivery, unless otherwise agreed in writing between the two parties. The method and date of delivery of all items purchased shall be on the terms stated in the Seller's quotation, unless the Buyer nominates an alternative arrangement of delivery, in which case, the Seller shall use its best endeavors to comply with the Buyer's requests. The delivery dates contained in the quotation are an estimate only and may be varied at any time by the Seller depending on the Seller's production commitments, the availability of materials, labor and transport and any other contingencies. In no circumstances will the Seller be liable for any loss or damage of any kind whatsoever in the event it is unable to comply with the Buyer's request for delivery at a certain time. The Buyer acknowledges and agrees that he will not make any claim against the Seller for any loss or damage incurred as a result of early or late delivery. The Seller reserves the right to stop, halt or defer the supply of goods at its discretion.
7. **WARRANTIES and LIMITATION OF LIABILITY**
The Seller offers no warranty with any of the goods unless otherwise stated. The Seller is not liable for the way the goods are used and lack of performance. The Seller shall not be liable in any circumstances whatsoever to the Buyer for any loss of profits or contracts suffered by the Buyer.
8. **TITLES and LIENS**
Until the Seller has been paid in full for all goods supplied by it to the Buyer under any Contract whatsoever between the Buyer and the Seller, Title in all the goods shall remain with the Seller. The Buyer hereby acknowledges the Seller has a lien over all goods in its possession belonging to the Seller to secure payment of any or all amounts outstanding from time to time.
9. **DEFAULT**
If the Buyer defaults in or commits a breach of its observance and performance of its obligations to the Seller, or if the Buyer being a natural person commits an act of bankruptcy, or if the Buyer being a Seller any resolution, or petition to wind-up the Buyer's business is passed or presented, or a receiver and manager or an official manager of the Buyer's undertaking, property or assets is appointed, the Seller may, without prejudice to any other remedy open to it: Determine the Contract and cease manufacture and delivery of all outstanding orders; Pursuant to a general lien held by the Seller in respect to all items purchased by the Buyer in the Seller's possession forfeit such parts and deal with them as the Seller sees fit; and Repossess Parts held by the Buyer for which payment has not been received and deal with such parts as the Seller sees fit.
10. **CANCELLATION**
Orders placed with the Seller cannot be cancelled without the written approval of the Seller. In the event that the Seller accepts the cancellation of any order placed with it, the Seller shall be entitled to charge a reasonable fee for any work done on behalf of the Buyer to the date of the cancellation, including a fee for the processing and acceptance of the Buyer's order and request for cancellation. Where work has commenced, whether it is design or fabrication, cancellation charges would include all labor performed, materials purchased, engineering and administrative charges pertaining to the cancelled where appropriate payment is made, the partially processed materials or completed parts become the property of the Buyer. Freight and transport costs for goods returned to and from the Seller shall be at the Buyer's expense. Minimum 15% cancellation fee.
11. **FORCE MAJEURE**
If the Seller is prevented or delayed from, or performing any of its obligations under the Contract by force majeure, which shall include but not be limited to acts of war, industrial action, whether or not by, or involving employees of the Seller, acts of God, government action, riot, civil commotion, failure by the Buyer to fulfill its commitments in due time, inability to obtain materials, or any other occurrence (whether of the same or different in kind or nature) which was unavoidable or beyond the control of the Seller, the Seller may give notice in writing to the Buyer of the circumstances constituting force majeure and of the obligation or performance of which is delayed or prevented, and shall be excused from compliance with such obligations for as long as such circumstances may continue. If by virtue of this clause either party is excused from compliance with any obligation for a continuous period of four calendar months, then without prejudice to any other right or remedy either party may forthwith terminate the Contract by giving notice in writing to the other.
12. **VARIATIONS**
The Seller reserves the right to vary these Terms and Conditions of Sale from time to time at its discretion.
13. **GOVERNING LAW**
These Terms shall be governed by the laws of New Mexico without regard to that state's conflict of laws principles. Buyer agrees that jurisdiction and venue of any legal action relating to the transactions shall be in the State of New Mexico.