

TERMS AND CONDITIONS OF SALE

3. Unless otherwise agreed in writing by the Company these conditions which supersede any earlier sets of conditions appearing in the Company's catalogues price lists quotations or elsewhere shall override any terms or conditions stipulated incorporated or referred to by the buyer whether in the order or in any negotiations and all guarantees warranties or conditions (including any conditions as to quality or fitness for any particular purpose) whether express or implied by statute common law or otherwise are excluded and hereby negated.
4. All quotations are valid 30 days from date of issue unless previously withdrawn or otherwise stated therein. Orders based on quotations or otherwise constitute an offer requiring acceptance by the Company in writing to constitute a contract.
3. The prices include in this quotation and any order or contract arising there from shall be deemed to be based on circumstances ruling at the date of quotation and the prices are subject to variation if affected by changes in wages or by costs of materials or transport.
4. Any alteration by the Buyer in design quantities or specification or any suspension of work due to instructions will involve adjustments of the quoted price if costs are thereby affected.
5. Prices quoted are NETT unless stated otherwise Accounts are due for payment not later than the end of the month following the month of despatch unless otherwise agreed and if not paid by due date the Buyer shall pay interest from such due date until the date of full payment at the rate of 2% above Bank Rate for the time being in force.
6. Unless otherwise agreed in writing payment is due in full on delivery of the goods. Where a Contract is to be or may be fulfilled in separate instalments, deliveries or parts payment for each such instalment delivery or part shall be made as if the same constituted a separate Contract.
7. The risk in the goods shall pass to the customer on delivery. Until full payment has been received by the company for all the goods whatsoever supplied and all services rendered at any time by the company to the customer.
 - a. Title of the goods shall remain in the company
 - b. Should the customer convert the goods (or any of them) into a new product whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions the conversion shall be effected by the customer solely as agent for the company who shall have the full legal and beneficial ownership of the new products.
 - c. The customer shall store the goods and the new products separately and in such a way that they can be readily identified as being the property of the company
 - d. Subject to (e) and (f) below the customer shall be at liberty to sell the goods and the new products referred to in (b) above in the ordinary course of business on the basis that the proceeds of sale shall belong to the company to whom the customer shall account on demand provided that the customer shall have no authority to enter into any contract of sale on behalf of the company and any contract of sale shall accordingly be concluded in the name of the customer.
 - e. The company may at any time revoke the customer's power of sale by notice to the customer if the customer is in default for longer than seven days in the payment of any sum whatsoever due to the company (whether in respect of the goods or any other goods supplied or services rendered at any time by the company to the customer or for any other sum whatsoever) or if any Bill of Exchange cheque or other negotiable instrument drawn or accepted by the customer in favour of the company is dishonoured on presentation for payment or if the company has bona fide doubts as to the solvency of the customer.
 - f. The customer's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the customer or a winding-up order is made against the customer or the customer goes into voluntary liquidation (otherwise that for the purpose or reconstruction or amalgamation) or calls a meeting of or makes any arrangements or composition with creditors or commits any act of bankruptcy.
 - g. Upon determination of the customer's power of sale under (e) or (f) above the customer shall place the goods and the new products at the disposal of the company who shall be entitled to enter upon any premises of the customer for the purpose of removing such goods and new products from the premises (including severance from the reality where necessary)
5. Subject as hereinafter provided the Company will replace at its own cost all products which are or become faulty by reason only of the use of defective materials or by reason of defective workmanship within a period of 6 months from the date of supply provided that the Buyer has notified the Company in writing of the fault within that period but the Company shall not be liable for any damage or injury (whether direct or indirect) caused to the Buyer or persons authorised or permitted by him to operate use or come into contact with the products or to animals goods or other property due to such faults or defects. Any such defective products shall be forwarded to the Company's work carriage paid.
9. The Company shall be under no liability for defective products caused by accident, misuse, neglect, wear and tear, improper maintenance, the use of spare parts or replacements not manufactured by or on behalf of the Company or alterations in each case made without the Company's consent.
10. The times quoted for delivery are to date from the acceptance of the order by the Company. Although every endeavour will be made to deliver at the stated time, unforeseen delays may occur through causes beyond the Company's control, and the Company shall not be liable for any losses or damage arising from such delay, neither shall delay constitute grounds for cancellation of any order except under the conditions provided by the following paragraph.
9. Cancellation will only be accepted on condition that the goods are paid for at a price proportionate to the stage in manufacture or assembly which has been reached and liability is undertaken for any commitments of materials or special tooling ordered by the Company.
12. In no circumstances are goods supplied to the Buyer to be returned without the Company's written consent and then a charge of 25% of the invoice value may be made at the Company's discretion. Goods returned other than with such written consent may be refused.
3. The Company shall repair or replace free of charge goods damaged in transit or not delivered in accordance with the Advice Note provided that immediate verbal notice is given and written notification is received by the Company and the carrier, in the case of damaged goods within 3 days of delivery, and in the case of non-delivery of goods within 14 days of the date of despatch. In order to enable the Company to comply with the Carriers Conditions of Carriage affecting loss or damage in transit, a Delivery Note signed 'unexamined' is not sufficient to uphold a claim. The above provisions do not apply to export sales or sales quoted 'ex-works'
9. Claims for alleged shortages in packing will be considered only if there is immediate verbal notification followed by a written claim received by the Company within 3 days of delivery accompanied by full particulars of the Advice Note or other essential information.
15. If default be made by the Buyer in payment any sum due under any order or if any distress or execution shall be levied upon the Buyer the property or assets of the Buyer or (as the case may be) the Buyer makes or offers to make any arrangement or composition with creditors or commit any act of bankruptcy or any petition or receiving order in bankruptcy shall be made or presented against the Buyer or any resolutions or petition to wind up the Buyer's business shall be passed or presented or if a receiver of the Buyer's undertaking property of assets or any part thereof shall be appointed then the Company shall have the right forthwith to determine and cancel by notice in writing to the Buyer any order then subsisting or to suspend all further deliveries until default is made good. The Company reserves the right to sub-contract the fulfilment of any order or any part thereof.
4. Variations in terms of colour, finish, materials and all other aspects of appearance may occur on occasions either through non-availability of materials or due to our policy of continuing technical improvement. The Company reserves the right from time to time to revise, vary or modify the colour, finish, materials and technical specification of the goods contracted provided that the quality of the goods delivered shall be at least equal to that of the goods contracted for.
7. All figures given in relation to performance are based on experience but no liability for failure to obtain any specified performance will be accepted by the company unless performance has been specifically guaranteed. The customer is responsible for the capacity and performance of the goods as ordered being sufficient and suitable for his purpose and the company accepts no responsibility in this connection.
18. Under no circumstances shall the Company be liable for any loss or damage of any kind whatsoever to any property or persons or animals howsoever caused arising from the use of the Company's products.
15. All contracts shall be constructed and operate as English contract under English Law.