

1.0 TERMS AND CONDITIONS OF SALE

1. Except to the extent required by law, all conditions herein apply.
2. Each provision of these conditions is to be construed as a separate provision applying and surviving even if for any reason one or other of the said provisions is held to be unenforceable for any reason.
3. Orders are accepted only upon and subject to the conditions (if any) specified by the company in relation to the products in question and these conditions of sale. For the avoidance of doubt it is declared that all sales of the company's products shall be on these conditions only, to the exclusion of any conditions proposed by or purported to be imposed by the customer whether or not such conditions shall have been expressly refused or rejected by the company.
4. All estimates, quotations, or tenders given, or oral statements made by or on behalf of the company are given or made on condition that the company shall not be contractually bound until the written acceptance of the customer's order has been communicated to the customer. In the event of any inconsistency between the terms of a customer's order and these conditions, these conditions shall prevail unless otherwise agreed in writing by the company.
5. On any such acceptance as is specified in paragraphs 3 and 4 above, these conditions shall apply to any contract arising out of such acceptance, except only to the extent (if at all) as varied in writing as specified above.
6. Cancellation or variation by the customer will only be accepted at the company's discretion. Acceptance of the cancellation or variation will only be binding on the company if in writing and signed by director of the company. In the case of cancellation any costs or expenses incurred by the company up to the date of cancellation and loss or damage resulting from the cancellation will be paid by the customer. Costs of variation will be added to the contract price. The buyer shall be bound to accept goods sold when the same are ready for delivery or collection. Where, and subject to the company's prior written agreement, the customer defers or suspends any order, or defaults in giving instructions for the delivery of any goods a charge will be made for any costs (including costs of storage) incurred by the company.
7. Delivery/despatch dates are given in good faith as a guide only, the same are not of the essence or in any way terms of the contract. No damages shall be payable for late delivery however caused or for any direct, indirect, or consequential loss. The customer shall, subject to the foregoing paragraph, be bound to accept goods sold when the same are ready for delivery or collection.
8. Prices are quoted in pounds sterling, ex works. The company reserves the right to alter pricing without prior notification.
9. The company reserves the right to amend the specification of products as ordered at any time prior to the execution of the order in question.
10. Whilst the company will endeavour to execute orders in accordance therewith, all conditions guarantees or warranties as to the quality description fitness for purpose or that the products are of merchantable quality whether express or implied by statute or common law or equity are excluded. The company will not in any circumstances be liable for injuries losses expenses or damage direct or indirect or consequential sustained by the customer or any other person which may in any degree be attributable to the adoption either by the customer or by any third party or technical or any other information data or advice given by the company or howsoever otherwise caused in relation to the use of its products.
11. Should despatch or delivery of the products or part of them be delayed or prevented from any cause whatsoever beyond the company's control or for a reason attributable to the customer or its customer or agents then at the company's option either the contract or any unfulfilled part thereof shall be terminated or the company may extend the time for delivery until a reasonable period after such cause shall have ceased in which event the customer shall be responsible for all storage and other costs in connection therewith. Any such termination shall not prejudice the rights and obligations of either party which have already then arisen or in respect of any part of the contract already completed.
12. Goods travel at the risk of the customer from the moment they leave the company's premises.
13. The company does not accept liability for goods lost in transit unless otherwise agreed in writing. No claim for non-delivery of the whole or part of a consignment nor for damage in transit, shortage of delivery, deviation, delay or detention will be entertained unless separate notices in writing are given to the carrier and the company concerned within 3 days of receipt of the products, or in the case of non-delivery of a complete consignment within 14 days of despatch, and in either case a complete claim is made in writing within a further 5 days of the date of such notification. Where the products are accepted without being checked the delivery acknowledgement of the carrier concerned must be signed "not examined". The products in respect of which any such claim is made shall be preserved intact as delivered for a period of 14 days from the notification of the claim within which time the company and the carrier shall have the right to attend the customer's place of business or other place of delivery of the products to investigate any complaint. Any breach of the requirements of this condition shall disentitle the customer from any allowance in respect of the claim which he may have.
14. Any scheduled order shall constitute unqualified authority to the company to acquire and/or manufacture and establish the customer's ultimate liability. Scheduling of orders shall permit completion of delivery within 12 months from the date of the order.
15. Where no other terms of payment have been agreed in writing by the company payment in respect of goods shall be made within 30 days of date of invoice.
16. The title to the property and goods comprised in a contract shall not pass to the customer until payment for all the goods comprised in that order and all other outstanding payments and amounts due to the company in respect of any other transactions between the parties then outstanding have been made in full notwithstanding that the goods may have been delivered to the buyer.
17. Without prejudice to any common or statutory rights which the company may have the company reserves the right to determine the contract (in relation to the whole or any part thereof remaining unfulfilled) forthwith if-
 - a. any payment shall be overdue in respect of this or any other contract between the customer and the company provided that the company may, at its option, and without prejudice to its rights of termination, delay, or suspend deliveries hereunder whilst any such payment shall be outstanding
 - b. if the customer shall commit any act of bankruptcy or shall suffer any execution or distress to be levied on his goods (being a company) shall enter into liquidation (whether compulsory or voluntary save for the purpose of and followed by reconstruction or amalgamation) or shall have a receiver appointed provided that in any such event and without prejudice to the rights of termination the company shall also have a general lien on all material or goods of the customer in the company's possession (whether paid for or not) for the unpaid prices of any materials or products delivered to the customer by the company under this or any other contract with the company.
 - c. customer fails to take delivery of the products delivered to him in accordance with the terms of this contract.
18. Goods can only be returned after written agreement by the company, carriage free to the company's premises and an amount corresponding to 30% of the value of the goods will be charged for handling.
19. Products deemed by the customer to be defective or not conform with the customer's order and returned to and accepted in writing by the company as such will (subject to these conditions) be replaced as originally ordered if required and practicable or at the option of the company the price thereof will be credited to the customer but shall not form the subject of any claim by the customer for the work done transport costs consequential damages or expenses loss of profit or any other claim arising through any other loss damage or expense whatsoever or howsoever incurred. No claim in respect of defective products will be entertained unless made and the alleged defective products returned at the expense of the customer within 60 days of the date of despatch of the products by the company nor will such claim entitle the customer to cancel the remainder of any order of which such products formed part.
20. The company accepts no responsibility for any variations in colour.
21. Prices quoted are for the full quantity to be delivered in one lot unless special delivery arrangements are agreed and arranged between the company and the customer. The company may supply up to 10% more or less than the exact quantity ordered and customers shall accept and pay at the quoted rate for the actual quantity delivered.
22. These conditions of sale and any contract concluded pursuant to them shall be governed by and construed according to the laws of England.