



Terms & Conditions

CONDITIONS OF SALE

1. GENERAL

- (1) All quotations are made and all orders are accepted subject to the following conditions. All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- (2) If any statement or representation upon which the Customer relies has been made to the Customer the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

2. DELIVERY

Time for the delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.

3. RISK AND TITLE

- (1) Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods at the time when the Goods or a relevant part thereof arrive at the place of delivery.
- (2) Title in the Goods or any part thereof shall pass to the Customer when payment in full thereof has been made and the Customer shall permit any office employee representative or agent of the Company to enter on to the Customer's premises to repossess the Goods at any time prior thereto.

4. TERMS OF PAYMENT

- (1) Terms of payment shall be net cash due and payable 30 days after the date of the invoice in respect of the Goods. The Company shall be entitled to submit its Invoice with its delivery advice note or at any time thereafter.
- (2) No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- (3) In the event in default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate of 4% per annum above Natwest Bank plc Base Rate in force at the time when payment was due.

5. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

The Customer shall have no claim for shortages or defects apparent on visual inspection unless: -

- (i) the Customer inspects the Goods within three working days of arrival at its premises or other agreed destination and
- (ii) a written complaint is made to the Company within fourteen days of receipt of the Goods and
- (iii) the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly.

6. CONDITION

In the event of the condition of the Goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so but shall first ask the Company to supply satisfactory substitute Goods and the Company shall thereupon be entitled at its option to take back the defective Goods and to supply satisfactory substitute Goods free of cost and within a reasonable time. The Customer shall be bound to accept such substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the substitute Goods are delivered.

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