

Terms & Conditions of Sale

1. DEFINITIONS.

In these Conditions of Sales the following expressions shall have the following meaning:

- (a) "The contract" unless otherwise agreed by the Company in writing means the Contract constituted by the written Acknowledgement by the Purchaser's order.
- (b) "The equipment" means the goods the subject of the Contract as specified in the company's Acknowledgement of order.
- (c) "Special Type" means the equipment not included in the Company's current catalogue.

2. GENERAL.

All contracts for purchases of the Equipment shall be subject to these conditions of sale which shall supersede any terms & conditions or representations relating to the equipment appearing or made in catalogues or otherwise & shall also override any terms & conditions stipulated incorporated or referred to by guarantees warranties or conditions whether written or express or implied (whether by statute, common law or otherwise) & not appearing in these Conditions of Sale are excluded & hereby negative.

3. VALIDITY OF QUOTATIONS.

Unless withdrawn tenders & quotations given by the Company may be accepted within the period stated therein or where no such period is stated within 30 days only after the date of such tender or quotation. Unless otherwise agreed in writing by the company acceptance of a quotation of tender by the Purchasers shall not constitute a contractual obligation binding upon the company until the company has dispatched to the Purchasers a written Acknowledgement of order.

4. PRICES.

All prices quoted by the Company are for the quantities of the Equipment specified in the quotation & are not necessarily applicable to different quantities. The prices to be charged shall be those ruling at the date of dispatch of the Equipment & are exclusive of Value Added Tax. Unless otherwise indicated by the Company no price quoted by the Company will include the supply of any descriptive literature or instructions (other than one copy in English language of instructions for the operation of the Equipment) or the services of any engineer on site for the purpose of checking servicing or commissioning the Equipment or the cost of packing, carriage or insurance.

5. PAYMENT.

Unless otherwise agreed in writing the goods (or in the case of goods being delivered by instalments each instalment of the goods) shall be paid for in cash within 30 days of invoice date. The Company's prices are net & are not subject to settlement terms. If the purchaser fails to pay the Company any sum due pursuant to the Contract, the purchaser shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 10% above the base lending rate from time to time of HSBC Bank PLC, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6. TITLE.

Title to the Equipment shall remain vested in the supplying Company until such times as the full purchase price thereof shall have been paid.

7. DELIVERY.

(a) Unless otherwise agreed in writing the Company will arrange for transport for the equipment to the Purchaser's place of business (or to such other premises as the purchases may request the Company may agree in writing) & will insure the Equipment while in transit.

(b) All charges for transport for special packaging & for insurance in transit are payable by the Purchasers in addition to the quoted price.

(c) The risk shall pass to the Purchaser upon the Equipment leaving the company's factory or depot save aforesaid in condition 7(a).

8. LIABILITY FOR DELAY.

Any times quoted for dispatch repair or replacement of the Equipment are to be treated as estimates only & the Company shall not be liable for failure to dispatch repair or replace the equipment within such time limit.

9. DEFAULT.

The Company shall have the right to discontinue delivery & also at its discretion to determine the contract in respect of any undelivered Equipment if the Purchases are in breach of condition 5 hereof.

10. WARRANTY.

The Company will make good by repair or at the supplying Company's option by the supply of replacement goods, where defects which under proper usage appear in the Equipment within a period of 12 calendar months after the Equipment has been dispatched & arise solely from faulty materials or workmanship.

11. SPECIAL ORDERS & NON CATALOGUE PRODUCTS.

Terms relating to orders for the above shall be the subject of negotiation.

12. CANCELLATION OF ORDERS.

Where the Company gives consent to the Purchaser for the cancellation of an order. A minimum cancellation fee equal to 50% of the order value will be made rising to the full purchase price where the product in question is a “Special Order”.

13. RETURN OF GOODS.

(a) In no circumstances may Equipment supplied following an Acknowledgement of Order be returned without the written consent of the Company. Where the Company has consented to the return of such Equipment a handling charge amounting to not more than 20% of the invoice value of the returned goods may be deducted by the Company from any credit allowed to the Purchases where the reasons for such returns is not an error on the part of the Company of that referred to in conditions 10 hereof.

(b) All claims for damage on short delivery must be made within 3 days & for non-delivery within 124 days of the invoice date otherwise no claim can be accepted.

14. DESCRIPTIVE MATTER & ILLUSTRATION.

(a) The Company drawings & descriptive matter, shipping weights dimensions are appropriate only unless specifically guaranteed & in any event the Company shall be entitled to make minor modifications in detail to the contract description of the goods. The company shall not be liable for failure to attain performance figures stated in the contract unless these have been guaranteed are not attained on test in the manner (if any) required by the contract the company shall be afforded a proper opportunity to rectify the failure & if the Company fails to do so the Purchaser may either reject or accept the relevant part of the goods but shall not be entitled to any damages unless an agreed reduction in the price is specified in the contract in which case there shall be no right rejection.

(b) A drawing or specification supplied by this Company may not be passed on to any third party without the Company's permission.

(c) The Purchaser assumes responsibility that equipment ordered by the Purchaser is sufficient & suitable for the purpose save in so far as such stipulations are in accordance with the Company's advice.

(d) Nothing contained in any catalogue price list or other advertising matter shall be interpreted as offer to sell.

15. LEGAL CONSTRUCTION.

The Contract & these conditions shall be subject to & construed in accordance with English Law.

