

Terms and Conditions Of Sale (The Seller) **to all Buyers (The Buyer)**

Where the expression 'The Company' is used in this document it shall mean 'The Seller'.

1. **General**

The acceptance of this catalogue is the acceptance of the following terms and conditions. All quotations made and all orders are accepted subject to the following conditions. All conditions of the Buyer or other condition's whatsoever are excluded from the contract or any variation thereof, unless expressly accepted by the Company in writing. Quotations shall only be available for acceptance for a maximum period of 30 days from the month of quotation, unless stipulated in writing from the Company and may be withdrawn by the company within such a period at any time without notice.

2. **Prices**

All prices are quoted net ex works and are subject to change without prior notice. Any increase in such costs during the period of production will be added to the quoted price. All prices exclude VAT, which will be added in accordance with current law. In the event of any alteration required by the Buyer in design specification or quantities, the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration. The cost of carriage and packing will be charged extra on all orders to the Buyer unless specified otherwise by the Company.

3. **Delivery**

Time for delivery is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated. Date of delivery shall in every case be dependent upon receipt of final instructions or approvals being obtained from the Buyer. The Company will endeavour to comply with reasonable requests for postponement of delivery but shall be under no obligation to do so.

4. **Risk: Insurance Title**

Risk shall pass to the Buyer when the goods or the relevant part thereof leave the premises of the Company for delivery to the Buyer notwithstanding that the Company may arrange for delivery.

Title in the goods shall pass to the Buyer when the Company has received payment in full.

5. **Cancellation**

Orders cannot be cancelled except with our consent and on terms that will indemnify the Company against all loss.

6. **Terms of payment**

Credit terms are subject to acceptance by the company's credit protection agents. All accounts shall be net monthly and payable by the Buyer not later than the 30th day of the month following the date of invoice. No disputes arising under the contract nor delays beyond the control of the Company shall interfere with the prompt payment by the Buyer. In the event of default, the Buyer will allow the Company or his agent to enter the premises where the goods are kept and remove the same. The Buyer will be responsible to the Company for all costs incurred in reclaiming the goods.

7. **Shortages and Defects Apparent on Inspection**

Any claim for shortages or defects apparent on inspection will only be considered if: -

The Buyer inspects the goods within 3 days of delivery. Any complaint must be made to the Company in writing prior to the expiry of seven days from the delivery and The company is given the opportunity to inspect the goods. If a complaint is not made to the Company herein provided then the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to pay for the same accordingly. The Company is in no way responsible for the delivery of the goods and is in no way liable for claims for loss or damage in transit, which must be made by the Buyer against the Carrier in accordance with the Carriers conditions.

8. **Guarantee**

Save as provided by Condition 7 hereof the Company agrees to replace or repair at it's option goods or parts of goods manufactured and or supplied by the Company and proved to the Companies satisfaction to be faulty. (Excepting fair wear and tear or damage due to misuse or faulty operation), provided that such fault be notified within twelve months from the date of despatch from the Companies works. Any such replacement shall include free delivery to Buyers works. The Company shall not be liable for consequential damage or loss or injury resulting from defective goods, performance fluctuations from specification or failure by employees or sub contractors.

9. **Regulations**

Where the components supplied are "Safety Critical" the liability of the Company shall be limited to the standard of production required by the appropriate quality control procedure of the Company which will be produced to the Buyer on request at the relevant time. No responsibility is accepted by the company for failure to comply with any regulations or requirements of any government or other authority.

10. **Data**

Illustrations, weights, measures specifications and performance schedules set out in the sales literature of the Company are statements of opinion and are provided for information only and form no part of the contract.

11. **Sub-Contractors**

The Company shall be entitled to appoint one or more sub contractors to carry out all or any of its obligations hereunder.

12. **Legal**

The Contract shall in all respects be construed and operated as an English contract and in conformity with English Law.

13. **Contract**

The Company reserves the right to add 4% per month to the invoice price of any batch which is held on the Buyers instructions, or if payment is not made within the agreed period shown on the quotation or within 38 days following the month of invoice.