

Terms & Conditions of Sale

1. General

These conditions apply to all goods sold by the seller and in the case of conflict between these conditions and the buyer's conditions, the seller's conditions shall prevail. No variation of these conditions shall be effective unless made in writing and signed on behalf of the seller. All other terms warranties of representations express or implied whether made before or at the time of or after the buyer's order or instructions and even if contained therein are so far as permitted under the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977 hereby excluded.

2. Prices

Prices are subject to change without notice and goods will be invoiced at the seller's price ruling on the date of despatch. Prices stated do not include Value Added Tax.

1. The seller reserves the right to charge its minimum billing charge ruling on the date of despatch if applicable. This is to cover the cost of handling of small orders.

3. Availability

All goods are offered subject to remaining unsold.

4. Specification

The goods are supplied in accordance with specification (if any) submitted to the buyer and any additions and alterations shall be the subject of an extra charge. Any part of the goods not so specified shall be in accordance with the seller's printed catalogue or the catalogues of the seller's suppliers (subject to any modifications made since publication). If the seller adopts any changes in construction or design of the goods or the specification thereof the buyer shall accept the goods so changed in fulfilment of the order. Where the buyer supplies any drawings or specifications the buyer warrants that they are accurate.

5. Orders

Orders accepted by the seller may not be cancelled under any circumstances unless agreed in writing by the seller. Cancellation of goods ordered to the buyer's own specification will not be accepted.

6. Delivery

1. The place and date of delivery of goods are as agreed between the seller and the buyer. Dates given for the delivery of goods are given and intended as an estimate only and the sellers shall not be liable for any loss or damage arising directly or indirectly from any delay.
2. Goods despatched may not be returned by the buyer without the seller's consent in writing and RMA number which will be issued by the seller. In the event where such consent is given, a minimum charge of 15% of the price of the goods is made to cover administration expenses. Goods returned must be unused and in original packing and suitable for resale. The seller reserves the right to charge for any repairs or repackaging carried out on returned goods. Any carriage charges to be paid by the buyer.
3. Difficulties of delivery on the part of the seller or its suppliers either unforeseen or through no fault on the part of the seller shall entitle the seller to withdraw from the contract without liability.

7. Notice of Claims etc

1. The goods shall be examined by the buyer on receipt and no claim in respect of the goods will be accepted unless such claim is made in writing and is sent to the seller within seven days of delivery.
2. In the case of damage in transit notice of damage or breakage shall be sent in writing by the buyer both to the seller and to the carrier if any within three days of receipt. No claim will be considered if the buyer specifies or organises their own carrier to transport the goods.
3. In the case of loss in transit or delay in delivery notice in writing shall be sent by the buyer to the seller and to the carrier if any within seven days of the date of the invoice.
4. "Unexamined" signatures for receipt of goods do not relieve the buyer of its responsibility to check them on arrival and the seller shall not be liable in respect of any claims if the buyer fails to comply with the provisions of this clause.

8. Storage Charges

If for any reason the buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the seller shall be entitled to arrange storage at its own premises or elsewhere at the buyer's risk and cost.

9. Force Majeure

The seller shall not be under any liability whatsoever to the buyer for non-delivery directly or indirectly caused by or resulting from an Act of God, outbreak of hostilities (whether or not war is declared), insurrection, civil riot, disturbance, Government Act, Regulation fire flood, explosion, accident, theft, climatic conditions, shortage of material, strike lock-out or trade dispute (whether of the seller's employees or of other parties) or caused by or resulting from any other event or circumstances whatsoever (whether or not of the same or similar kind of those mentioned) beyond the seller's control or caused or resulting from the default or negligence of the seller or any of its employees sub-contractors or suppliers.

10. Terms of Payment

Payment for all goods delivered shall be made in full without any deduction by the end of the month following the month in which the invoice was issued.

1. If the buyer fails to pay on the due date the seller shall be entitled :-
 - a. to charge interest on any amounts overdue at the rate of 4% above the Base Rate of Bank Of Scotland from the date of issue of the invoice until payment and/or
 - b. to suspend further deliveries until the payment has been made and/or
 - c. to cancel the contract.

11. Ownership

Title in goods sold by the seller shall pass to the buyer upon receipt by the seller of the full price thereof. Until the date of actual payment, the buyer shall hold the goods for the seller and shall clearly identify the goods as the property of the seller. Notwithstanding the foregoing and pending actual payment for the goods the buyer shall be entitled to sell the goods to a third party on the basis of the seller's conditions of sale as agent for the seller and the buyer shall hold the proceeds of sale in trust for the seller.

12. Insurance and Risk

The Insurance and risk of goods sold by the seller shall pass to the buyer once delivered by the seller or the seller's nominated courier. Where the buyer arranges collection of goods via their own carrier, the insurance and risk will pass to the buyer once their nominated carrier has signed for receipt of the goods. The seller accepts no responsibility for any loss of or damage to the goods howsoever caused after the risk has passed to the buyer and the buyer should in its own interests insure same.

13. Indemnity

The buyer will indemnify the seller against all claims against the seller or by a third party against the seller arising directly or indirectly out of any claim where goods are made to the buyer's specification, for the infringement of patent, registered design, trade mark or other rights affecting goods.

14. Patents

The seller gives no indemnity in respect of any actual or alleged infringement of any patent, registered design, trade mark or rights affecting the goods.

15. Warranties and Exclusions of Liability

1. In the case of goods manufactured by the seller the seller warrants that if any defect is discovered therein within twelve months from the date of delivery to the buyer, and is proved to be due solely to defective materials or workmanship, then the seller will at its discretion either repair or replace the defective goods free of charge. Claims can only be made against goods only.
2. In the case of all other goods sold by the seller, the seller will give a warranty or guarantee equivalent to the warranty or guarantee (if any) which the seller may have received from the supplier or manufacturer of such goods in respect thereof.
3. All goods in respect of which any claim is made must be returned to and collected from the seller's premises at the buyer's expense.
4. Save as provided herein and subject to the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977 the seller shall be under no liability whatsoever arising and whether in contract or tort or otherwise in respect of any defects in goods sold or defective work or for any loss or damage or injury resulting therein from including consequential loss.

16. Lien

The seller shall have a general lien on all goods for all sums due at any time from the buyer and the seller shall be entitled to sell the goods at the expense of the buyer and to use the net proceeds thereof in or towards payment of such sums subject to fourteen days prior notice in writing to the buyer.

17. Proper Law and Jurisdiction

The proper law of all contracts is English Law and the buyer submits to the jurisdiction of the England Courts.