In these conditions of Business a Purchaser means the entity or person who accepts the Company’s quotation for the sale of goods, equipment and/or services or whose written order for the goods is accepted by the Company under these conditions.

1. General Applicability

1.1 Unless expressly otherwise agreed in writing by the Company, these Conditions shall apply to all contracts for the supply of goods, equipment and/or services entered into by the Company and no agent or servant of the Company shall be entitled to alter or vary in any way these Conditions. Any attempt by any party to vary these Conditions or to substitute alternative Conditions whether in writing or otherwise shall be of no effect, and these conditions shall prevail at all times.

1.2. Acceptance of order

All quotations given by the Company are made in good faith. Any order received by the Company whether pursuant to quotation or otherwise and whether verbal or in writing shall be deemed to be an offer to contract. No contract of sale shall be effective until the Company has despatched its written acceptance of the order to the Purchaser.

1.3. Quotations

All quotations given by the Company are valid for 30 days from date of quotation and are subject to availability of goods, raw materials, availability of energy, power or other materials, changes in tax or other laws, or changes in prevailing exchange rates or other factors. A quotation makes an offer pursuant to such quotation all necessary licences, permissions and consents required in relation to the execution of the contract work shall be obtained at the institution and cost of the purchaser.

1.4. Price

(1) All prices stated in any quotation or contract are based on costs, conditions of labour, costs of materials, fuel and transport obtaining at the date of quotation or acceptance of order (whichever is the earlier). Unless otherwise specifically agreed in writing by the Company, prices may be subject to alteration at the date of despatch of the goods from the Company’s works if there has been an alteration in such direct costs to the Company.

(2) Where prices are otherwise expressly stated, all prices quoted are exclusive of Value Added Tax and any other tax or duty payable and relating to the performance of the contract and do not include transport or handling costs. All goods are sold on ex-works unless otherwise stated.

(3) If the Company agrees to deliver goods to the purchaser’s order then: (a) unless otherwise agreed all costs of carriage and insurance and/or freight shall be for the account of the Purchaser; (b) the Company reserves the right to make inquiries in advance of delivery but shall not be liable for any delay in delivery due to a cause beyond its control.

1.5. Suitability for purpose

It shall be the purchaser’s responsibility to assess the suitability of the goods for the purpose for which they are to be used, and no guarantee or representation is given or implied as to the suitability of the goods for any particular purpose, even when the goods are manufactured to the purchaser’s special instructions.

1.6. In the event of cancellation of the whole or any part of any order the purchaser shall pay such charges as the Company certifies are necessary to recover its reasonable costs and expenses incurred prior to cancellation. Goods manufactured to order shall be paid for in full.

2. Terms and Conditions

2.1. Non Standard and Special Orders

(1) Unless otherwise stated, all prices quoted shall not be subject to any discount. Subject to purchasing credit being approved by the Company, nett monthly accounts are due for payment 30 days from date of despatch of goods are despatched or at all other cases payment shall be received by the Company prior to despatch. (2) Where deliveries of goods are spread over more than one consignment, then such consignment will be despatched as a separate item and each monthly invoices will be treated as a separate account and be payable accordingly. (3) If and so long as the purchaser is in arrears with any payments due hereunder or in respect of any account and the goods are still in the Company’s possession or at the Company’s premises, the Company may retain possession of such goods and not deliver them until payment is made in full. (4) In the event of the Company being appointed by the bankruptcy liquidator or receiver of the Company or the liquidator of the Company or a scheme of arrangement being made in respect of the Company, all charges and expenses incurred by the Company in respect of any order, and which may include but are not limited to the purchase price of the goods, shall be recoverable by the Company from the Company and the Company’s licensors or any person or body in which the Company’s business, the Company will use all reasonable endeavours to assist with unloading the goods and must arrange to unload the goods and return the Company’s vehicle ex works’ unless otherwise specifically agreed in writing by the Company.

2.2. Delivery

(1) All delivery dates quoted or specified in the Contract are estimated only and unless otherwise agreed by the Company in writing, time shall not be of the essence of the contract. Lead times shall be calculated from the date of the Company’s acceptance of order. (2) The Company shall not be liable in any circumstances for delay caused by the purchaser in giving detailed instructions and where such instructions are delayed or vary from the original order, or if instructions are not given or are not given promptly or are delayed in the despatch of goods and the Company accepts no responsibility for any damage, shortage or loss in transit should be notified to the Company who when then make any rele...

2.3. Title to Goods

The goods shall be at the risk of the purchaser from the first delivery of the goods to the purchaser, or to any agent, employee or representative of the Purchaser. (1) The Company shall retain the title to the goods until the full purchase price for any goods which are found to be defective or not in accordance with the contract or any express description or defect of defective materials, or workmanship, or in accordance with the contract or any express description or representation given or made on behalf of the Company in respect of such goods. (2) The Company warranties in relation to goods not of the Company’s manufacture (including but not limited to parts and components supplied by others for goods manufactured by the Company) that it will so far as it is able to do so give the purchaser the benefit of any express warranty or representation by the manufacturer or supplier of such goods and of any other person or body in which the Company’s business is vested. (3) The Company may therefore retain the title to the goods against the manufacturer or supplier in respect thereof. (3) The purchaser’s remedies in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto whatever or not involving negligence on the part of the Company shall be exercisable subject to the Company being given free and full access to the goods for the purpose of delivering the goods and carrying out any works related thereto with or without vehicles of all descriptions unless otherwise specifically agreed in writing. If in the event of the access to the site being unauthorised or the vehicle access is not convenient to the Company’s works and holding costs will be charged. (4) The purchaser must provide their own labour for unloading the goods and must arrange to unload the goods and release the Company’s vehicle expeditiously. A charge may be made for any excessive waiting time. Any loss or damage or delay that occurs whilst the goods are on the Company’s premises shall be the responsibility of the purchaser, even if the Company has given any indication to the contrary. (5) The Company will not be liable for the goods delivered by the Company within 3 days of delivery, followed by a full claim in writing within 7 days thereafter. All goods in respect of which a claim is made must be preserved intact for delivery as inspected by the Company. (6) All claims shall be limited to the free replacement, or the return of, the goods or for any loss or damage or whatsoever arising directly or indirectly from such defects.

2.4. Payment

The Company shall be under no liability to be able to carry out any provision of any contract (including delays in delivery) for any reason beyond its control including without prejudice to the generality of the foregoing, any force majeure or exceptional weather, fire, earthquake or other natural disaster, floods, hostilities, shortage of labour, materials, power or other supplies, governmental order of intervention (whether or not having the force of law) or any other cause whatever besides the Company’s control or of an unexpected or exceptional nature.

2.5. Warranty: Limitation of Liability

(1) The Company’s warranty in relation to goods of its own manufacture that it will (at its own discretion) either repair or replace, or refund the full purchase price for any goods which are found to be defective or not in accordance with the contract or any express description or defect of defective materials, or workmanship, or in accordance with the contract or any express description or representation given or made on behalf of the Company in respect of such goods. (2) Any condition or warranty implied by law shall cease to apply to the extent that it is inconsistent with the express or implied terms of the contract. The Company warrants in relation to goods not of the Company’s manufacture (including but not limited to parts and components supplied by others for goods manufactured by the Company) that it will so far as it is able to do so give the purchaser the benefit of any express warranty or representation by the manufacturer or supplier of such goods and of any other person or body in which the Company’s business is vested. (3) The Company’s warranties in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto whatever or not involving negligence on the part of the Company shall be exercisable subject to the Company being given free and full access to the goods for the purpose of delivering the goods and carrying out any works related thereto with or without vehicles of all descriptions unless otherwise specifically agreed in writing. If in the event of the access to the site being unauthorised or the vehicle access is not convenient to the Company’s works and holding costs will be charged. (4) The purchaser must provide their own labour for unloading the goods and must arrange to unload the goods and release the Company’s vehicle expeditiously. A charge may be made for any excessive waiting time. Any loss or damage or delay that occurs whilst the goods are on the Company’s premises shall be the responsibility of the purchaser, even if the Company has given any indication to the contrary. (5) The Company will not be liable for the goods delivered by the Company within 3 days of delivery, followed by a full claim in writing within 7 days thereafter. All goods in respect of which a claim is made must be preserved intact for delivery as inspected by the Company. (6) All claims shall be limited to the free replacement, or the return of, the goods or for any loss or damage or whatsoever arising directly or indirectly from such defects.

3. Defaults

3.1. Non payment

In the event of cancellation of the whole or any part of any order the purchaser shall pay such charges as the Company certifies are necessary to recover its reasonable costs and expenses incurred prior to cancellation. Goods manufactured to order shall be paid for in full.