1 DEFINITION

1.1 In this condition the following terms shall have the following meanings:


"Customer" means the person or company to whom the Contract is made and to whom goods or services are supplied under the Contract.

"Contract" means the contract for the sale of Goods by the Company to the Customer.

"Delivery" means Goods in their deliverable form as agreed in writing by the Company and the Customer.

"Goods" means any items which are the subject of this Contract including parts of, or materials incorporated in, them (or as detailed below).

"Price" means the price as detailed in the quotation (or as detailed below).

2 QUOTATION

2.1 Quotations by the Company unless otherwise stated in them shall be open for acceptance within 30 days of the date of the quotation.

3 EXISTENCE OF CONTRACT

3.1 No contract shall come into existence until the Customer's order in writing is received by the Company.

3.2 These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.

3.3 No variation or amendment of this Contract or warranty or commitment related to it shall be valid unless confirmed in writing and signed by or on behalf of both parties.

4 PRICES

4.1 The Price for the Goods excludes shipping & handling and VAT and any other taxes or duties which will be charged at normal rates applicable at the date of invoice from the Company.

4.2 The Company shall have the right to adjust its prices for any increase in the cost of materials, transport, changes in wage or working conditions or any other cost of any kind arising for any reason after the date of the quotation.

4.3 Price changes shall take effect on the date of service on the Customer of notice of the change.

5 TITLE

5.1 Risk in the Goods shall pass to the Customer on delivery and until title passes to the Customer the Customer shall keep the Company indemnified against all loss or damage to the Goods or depreciation in their value and shall keep them furnished, and shall not remove the Goods or allow them be removed from the premises of the Customer unless delivered to the Customer until the amount due under the invoice for them (including interest costs and expenses) has been paid in full.

6 PAYMENT

6.1 The Company reserves the right to require payment of the Price in full or payment of a deposit upon the coming into existence of the Contract.

6.2 The balance, if any, of the Price, shipping and handling and VAT, is due and payable within 30 days of the date of the Company's invoice to the Customer, subject to any alternative terms of payment agreed in writing between the Company and the Customer.

6.3 The Company reserves the right to charge interest at a rate of 4% per month on invoices not paid by the due date (whether before or after the due date or at the time of delivery) until the invoice is paid or until the Customer agrees to make alternative payment to the Company by the Customer of all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

7 DELIVERY

7.1 The Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier nominated by the Customer (whichever pays its charges) at the Company's premises or other delivery point agreed by the Company.

7.2 Risk in the Goods passes when they are delivered in accordance with clause 7.1.

7.3 The Company may at its discretion deliver the Goods by instalments in accordance.

7.4 Where the Goods are delivered by instalments, no default or failure by the Company in respect of any one or more of the instalments shall release the Customer from any other default or failure in the delivery of the Goods previously delivered or undelivered Goods.

7.5 The Company may at its discretion deliver the Goods in bulk and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered.

7.6 The Company may at its discretion deliver the Customer and the Customer shall accept in satisfaction of the Contract alternative Goods of an equivalent or better specification than the Goods ordered if the Goods ordered are not available.

7.7 Provided that the Customer provides to the Company all necessary documentation and information when required the Company will use its reasonable endeavours to deliver the Goods at the agreed time and place.

7.8 The Customer acknowledges that such completion and delivery dates are approximate only and shall not form part of the Contract and acknowledges that in the performance expected of the Company no regard has been paid to delivery completion dates.

7.9 If the Customer fails to: (i) take delivery of the Goods or any part thereof on the date due; or (ii) to provide any instructions or documents required to enable the Goods to be delivered on the due date: the Company may: (a) give written notice to the Customer to store or arrange for the storage of the Goods, and on service of the Notice the costs of storage and handling charges incurred by the Company shall be borne by the Customer against or in respect of such other or other parts of the Goods.

7.10 No claim against the Company shall be entertained for any default arising from any design or specification provided or made by the Company in respect of the Goods or if any alteration, alteration, variation or other work is done to the Goods by any person except the Company.

7.11 The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance of the Company or for any such delay or failure entitle the Customer to refuse to accept any performance of or repudiate the Contract.

8 CLAIMS

8.1 The Company shall have no liability with regard to any claim in respect of allegedly defective Goods unless any claim is made in writing to the Company within 28 days of the claim being made, or within the period of any agreed insurance period, whichever is the longer, of the claim within 7 days of delivery of the Goods.

8.2 The Company shall be afforded reasonable opportunity and facilities to investigate such claims and the Customer shall, if so requested in writing by the Customer, promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.

8.3 Where the claim is made by the Company's carrier the Company shall have no liability with regard to any claim in respect of allegedly lost, short delivery or breakage during transit unless:

8.3.1 any claim is made in writing to the Company containing full details of the claim within 28 days of the claim being made, or within the period of any agreed insurance period, whichever is the longer, or the claim within 7 days of delivery of the Goods; or

8.3.2 where the claim is made by the Company's carrier, the Customer must retain the allegedly damaged Goods and packaging for inspection by the carrier and must sign any "damage done in transit" or similar document and it is alleged that a short delivery has been made, the Customer must make the amount of the alleged shortage on the carrier's paperwork.

8.4 The Company shall have no liability with regard to any claim in respect of allegedly damaged Goods, and shall not comply with the claims procedures in these conditions.

9 SCOPE OF CONTRACT

9.1 Under no circumstances shall the Company have any liability for whatsoever and howsoever arising from or in connection with the Instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instruction or advice of the Company.

9.2 Any Goods which have been altered, modified or repaired by the Customer or any party shall not be accepted by the Company.

9.3 The suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions are known to the Company or not shall be the responsibility of the Customer and the Company shall not be liable for any loss, damage or expense incurred by the Customer or any party in connection with them, including, but not limited to, any claim, whether actual or alleged that the design or specification is not appropriate to the purpose or use.

9.4 Except for the following which is expressly agreed to be included in the Goods all patterns materials drawings specifications and other information shall remain the property and all technical information, patentable or unpatentable, contained in or deriving from the execution of any orders shall become the property of the Company.

10 LIABILITY AND DATA PROTECTION

10.1 The Company shall not at any time whether before or after the termination of the Contract divulge or use or any unpublished technical data or plans or drawings or other confidential information in relation to the Company's affairs or business or method of carrying on business.

10.2 Restrictions on the use of PERSONAL INFORMATION.

10.3 The Company will not be liable for any failure in the performance of any of its obligations under this Contract caused by factors beyond it control.

11 LAW AND JURISDICTION

11.1 The Contract shall be governed by English law and the Customer consents to the jurisdiction of the courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the courts of any other country.

12 NOTICES

12.1 Any notice given under this Contract shall be in writing and may be served: (a) on the Company at its registered office, or (b) by registered or recorded delivery mail, (c) by facsimile transmission (confirmed by post) (iv) by email transmission.

12.2 Each of the parties shall give the service of notices shall be in the case of the Company the address set out in the quotation in the case of the Customer the address set out in the Company's order.

12.3 The Company shall be deemed to have served: (i) if it was served by post, or if it was served by facsimile transmission, at the time of transmission.

12.4 If it was served by email at the time of transmission.