

TERMS AND CONDITIONS

1. All business undertaken by the Company is transacted subject to these Conditions. All other terms and Conditions are excluded.
2. All quoted and printed prices are ex works before packing, unless otherwise stated. We reserve the right to invoice goods at the prices prevailing and at the V.A.T. rate ruling at the date of despatch.
3. (i) Any illustrations and specifications in our literature are as accurate as possible at the time of printing but we reserve the right to make alterations in detail as and when designs and specifications are improved. We reserve the right to supply goods conforming to the latest designs and specifications and the buyer shall have no claim in respect of discrepancies between the goods supplied and those described in illustration and specifications subject to the goods being of comparable quality.
(ii) Any warranty whether specific or implied in respect of any product supplied by the Company shall be dependent upon the correct operation by the Buyer.
4. We undertake to supply goods at their quotation price for a period of 28 days inclusive from the date of the quotation unless specified and agreed otherwise.
5. We make every effort to abide by any agreed delivery date but we can accept no liability in respect of non-delivery or delayed delivery. Deliveries offered ex-stock are subject to goods being unsold at the date of receipt of the buyer's Order.
6. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract. In the event of a stoppage, delay or interruption of work in the establishment of either seller or buyer during the delivery period as a result of strikes, Lockouts, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the seller or buyer respectively.
7. Notification of alleged loss or damage in transit must be made to the Company within three days of delivery. In the case of non-delivery notification must be made to the Company within seven days after receipt of our invoice or advice note and the Company will entertain no claims unless time limits are complied with.
8. The buyer must obtain the written approval of the Company prior to returning goods for whatever reason and the Company reserves the right to levy a handling charge. Carriage and Insurance for the return will be the responsibility of the Buyer.
9. We reserve the right to charge for all non-returnable packing materials, cases or containers. Returnable packaging items should be returned carriage paid within 30 days. If returned in proper condition, credit will be issued. We do not permit deduction from invoices in respect of charges for returnable packaging.
10. Credit notes for whatever reason issued can only be taken into account when they have been issued. The non-receipt of credit notes for returnable packaging is not to be considered as a valid reason for withholding payment of accounts due.
11. Payment should be strict monthly net unless other terms have been agreed. The right is always reserved to request a remittance with Order. In respect of new accounts two trade and a Bank reference are required or we shall issue a pro-forma invoice which will have to be paid in full before delivery. The Company shall be entitled to interest calculated at 5% above the prevailing Midland Bank Base Rate on all accounts overdue.
12. The Company reserves the right to charge for drawings or sketches prepared for quotations or in the execution of orders and to refuse to accept cancellation of orders for goods of special design or manufacture as to which the Company shall be the sole judge. The copyright in such designs, drawings or sketches shall remain the property of the Company.
13. The title in the goods sold to the Buyer by the Company shall not pass to the Buyer until all sums due to the Company from the Buyer (whether in respect of those goods or otherwise) have been paid to the Company. If the Buyer defaults in paying any such sum the Company shall be entitled to take such action against the Buyer as it may be entitled in law or in equity without further reference to the Buyer.
14. Cheques or money orders must be made payable to the Company or its order. Payments shall be treated as received by the Company when its Bank Account is irrevocably credited with the amount in question.
15. Where goods are at the Buyer's request made and supplied to the Buyer other than to the Company's own specification the Company accepts no liability whatsoever for infringement or alleged infringement of any letters patent registered design or similar right in respect thereof and the Buyer will indemnify the Company against any such claims on a full indemnity basis.
16. Goods represented by the Buyer to be defective shall not form the subject of any claim for work done by the Buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to the Company and accepted by them as defective, will at the request of the Buyer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
17. Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties, or in default of agreement, by the President of The Law Society for the time being, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration Act 1950, or any statutory modification thereof for the time being in force.
18. For non U.K. sales the following Conditions shall apply:-
 1. Prices quoted are FOB U.K. Port unless otherwise stated. Packing will be charged extra.
 2. All orders are accepted subject to the appropriate Export Licences or other necessary Consents being obtained.
 3. Unless arrangements are agreed payment shall be by irrevocable letter of credit confirmed by a U.K. Bank approved by the Company. All expenses in respect of the L.C. are to be for the account of the Buyer.
 4. Invoices must be paid in full in sterling with all Bank charges for the account of the Buyer.
 5. We will not accept responsibility for non insurance where such instructions are omitted from the Order. If the Buyer asks us to arrange Insurance we shall effect Insurance at the full CIF value plus 10% but we exempt ourselves from liability to claim in respect of any alleged damage or loss.
 6. Any claims arising out of a non FOB Contract should be made within three days of receipt of the goods by the Buyer or Consignee and in the case of non delivery we should be advised in writing within 28 days from the date of advice of despatch in the case of road, rail or air freight or within 60 days in the case of post or sea freight. No claim will be entertained by us or the Insurance Company unless all packing materials are retained pending inspection by the carrier, the representative of the carrier and/or the Insurer.
19. The interpretation and purpose of the Contract and of these conditions will be governed by English Law.