



Terms and Conditions

Terms & Conditions of Sale & Use

1 Conditions Applicable

1.1 The placing of a telephone or written order for the goods and/or services by you will be deemed to be an offer by you to purchase the goods and/or services subject to these conditions. The issue by us of a written acknowledgement shall constitute acceptance of the order and shall create a legally binding contract subject to these conditions.

2 Specifications

2.1 All illustrations and specifications are given as a general idea of the goods described and do not form part of the contract. We reserve the right at our absolute discretion to make any changes to the goods and/or services which do not in our opinion materially affect the quality of the goods and/or services.

3 Prices

3.1 The price displayed is exclusive of VAT, but is inclusive of delivery charges.

4 Delivery and packaging

4.1 We will endeavour to deliver the goods and/or commence the services to meet your delivery requirements.

4.2 Delivery dates are estimates only and we shall not be liable for any loss or damage resulting from any delay in delivery.

We reserve the right to deliver goods by instalments.

4.4 Risk in goods will pass to you on delivery and you should insure accordingly.

5 Payment

5.1 Credit accounts are opened subject to status and payments are due strictly within 30 days from the date of the invoice. If no account is opened, payment is required in full with the order. No set-off is permitted for any reason.

5.2 Where only part of the goods ordered are despatched, payment shall be made of the contract price attributed to that part.

5.3 Payment by cheque shall be treated as received once your cheque has cleared. In the case of late payment we reserve the right to charge interest at the daily rate of 4% per annum above the base rate of Barclays Bank plc both before and after judgement.

5.4 If any payment falls into arrears or you are the subject of any insolvency or related proceedings then you must immediately notify us and we will have the right to cancel or postpone any contract, wholly or in part, and to be paid immediately for performance or part of any contract to date.

5.5 If you place an order for goods for which we are required to tailor to your specification, or the quantity is such that we are required to place a specific order with our suppliers, we may ask for payment in full in advance.



6 Ownership of Goods

6.1 You will own goods only once we have received payment in full of all sums owed by you. Until such time you must keep such goods separate from your property, clearly identified as our property, and insured to their full reinstatement value. The proceeds of any insurance claim will belong to us. You will allow us to enter your premises at any time in normal business hours to recover and/or resell goods for which payment has not been received.

7 Warranties and Liability

7.1 Subject to the provisions of clause 7.2, we warrant in respect of all goods that for a period of one (1) year from the date of delivery of the goods we will, at our sole discretion, repair or replace any defective goods (or the part in question) arising from defective workmanship on our part within a reasonable period of time or refund to you the price (or proportionate part of the price).

7.2 The warranty set out in clause 7.1 will not apply and we will not be liable for any defective goods where and to the extent that: (a) the defect arises as a result of the condition of your premises, (b) the defect arises as a result of your negligence or (if you are in business) the negligence of your employees or subcontractors; (c) the defect arises as a result of fair wear and tear, accident, misuse, wilful damage or materials or equipment used in conjunction with the goods not manufactured by us; (d) you make any further use of the goods or attempt to repair it or have it repaired by someone other than us after giving written notice of the defect to us; and/or (e) the defect arises because you have failed to follow our instructions (whether oral or in writing) as to the storage, assembly, installation, commissioning, use or maintenance of the goods.

8 Claims

8.1 Claims for loss or non-delivery of goods, short delivery or non-compliance with the description must be notified in writing to us and the carrier as provided in the delivery/packaging note and in any event within ten days of the goods delivery date. Our liability shall be limited to replacement of the goods or a refund of the proportion of the price attributable to goods undelivered or damaged at our option.

9 Entire Agreement

9.1 These conditions represent the entire agreement between you and us relating to the purchase of the goods and/or the services and supersedes all prior agreements, arrangements and undertakings between you and us relating to the goods and/or services and you agree that you will have no remedy in respect of any untrue statement innocently or negligently made by you or on behalf of us prior to entering into the contract which you relied upon in entering the contract whether such statement was made orally or in writing. Nothing in these conditions shall exclude or limit our liability for fraudulent, misrepresentation or death or personal injury caused by our negligence.