

STANDARD CONDITIONS OF QUOTATION AND SALE

1. When a quotation is given, it applies only to the enquiry which initiated it and is subject to the terms and to these conditions. A quotation must be considered as withdrawn at the expiration of twenty one days from its date unless otherwise stated therein or unless it has been previously withdrawn by us in writing. Any general or special conditions inserted into quotation or annexed thereto shall form part of and in case of conflict prevail over these conditions.
2. All Contracts of Sale shall be subject to the following conditions which cannot be varied suspended or added to except with the prior written consent of the Company (The Vendor). Any terms and conditions in the order at variance with these conditions shall have no effect unless agreed by the Vendor in writing.
3. Orders are binding following acceptance by the Vendor. No cancellation, suspension or variation of an order requested by the Purchaser shall be valid unless agreed by the Vendor in writing and such agreement will only be given to adequate compensation for expenses incurred in connection with the contract, and for loss of profit.
4. Any extra cost incurred by the Vendor owing to suspension of the work on the Purchaser's instructions or by reason of his lack of instructions or mistaken instructions, variations or interruptions, delays, overtime or unusual hours for which the Vendor is not responsible, shall be added to the contract price and paid for accordingly.
5. Time stated for delivery in quotations and order acknowledgements is estimated as accurately as possible but is not guaranteed.
6. The Vendor cannot accept any responsibility for delay in despatch, or non-fulfilment or delayed fulfilment of the order due to war, riot, restraint of Government, strikes, lockouts, disputes with workpeople, shortened hours of labour, fire, accidents, non-availability of materials, stoppages of or interference with transport, compliance with Government requirements or any cause which the Vendor had no power to avert.
7. Where the terms of quotations include provision for inspection and tests of any description, the same shall be final at our Works unless otherwise stated.
8. Any goods returned and accepted as defective or inaccurate will be replaced or, at the Vendors option, made serviceable for their original purposes free of charge, providing such goods are returned in the same condition in which they were received from the Vendor and within the relevant Warranty Conditions for the goods concerned. No claim shall be entertained by the Vendor for labour, costs or other expenditure incurred on any goods the subject of an order unless the Purchaser has the written agreement of the Vendor to incur such expenditure. No claim shall be entertained for any resultant loss or damage suffered by the Purchaser arising out of any defects or inaccuracies in the said goods or arising out of delay in fulfilment of the order.
9. All goods are to be signed for to carriers 'Unexamined' if they cannot be examined on receipt. Loss or damage should be reported to the carriers within three days of receipt and non-delivery within seven days of despatch, shortages or loss should be addressed to the Vendor's Sales Department within the above time limits. In the event of failure to do so the goods shall be deemed to have been delivered complete and in satisfactory condition.
10. In case of returnable packing materials, all empties or bags not returned, carriage paid, within eight weeks will be invoiced, and must be paid for as invoiced.
11. The Purchaser shall indemnify the Vendor against all damages, penalties, costs and expenses arising out of the infringement of any patent or registered design (or any claim for such infringement) involved in work carried out in accordance with the order. The Purchaser will recognise that materials supplied by the Vendor may be subject of patents, patent applications, design registrations, etc., and any information or designs supplied by the Vendor will be treated in confidence.
12. All quotations are subject to any increase in wages and/or materials or transport between their date and the date of acceptance and during the currency of the contract.
13. Unless otherwise agreed in writing with the Vendor the Purchaser shall pay for the goods net cash within 30 days after the end of the month in which the goods are despatched. Interest will be charged monthly on all overdue amounts including interest charges at a rate of 1½% per month. The company reserves the right to withdraw open account terms at any time.
14. All prices are quoted ex-works unless otherwise stated or agreed in writing with the Vendor.
15. Delivery is deemed to be effective and the risk in the goods shall pass:
 - i. In the case of goods to be supplied C.I.F. or F.O.B. – when the goods pass over the ships rain at the Port of Shipment.
 - ii. In the case of goods to be collected by the Purchaser or the Purchaser's agent – when the goods are loaded onto the vehicle collecting them.
 - iii. In other cases – when the goods are delivered to the address nominated by the Purchaser or the Purchaser's agent for unloading and delivery.
16. Property in the goods shall pass to the Purchaser only on payment in full to the Vendor of all sums payable in respect thereof. Until such payment is received the goods remain the absolute property of the Vendor and the Purchaser shall allow the Vendor to repossess such goods at its entire discretion and at any time prior to payment in full therefor. Such repossessions shall not affect in any way the continued existence of any contract between the parties.
17. In instances when the goods are required to be installed the Purchaser is responsible for site preparation and the provision of supplies and services which may be required. Detailed specifications and requirements will be supplied by the Vendor.
18. Vendor reserves the right to alter the design or construction of goods at any time without notice.
19. The Purchaser will bring to the attention of those who use goods all instructions provided by the /vendor on their use (including precautions to be taken) and will secure that they have the necessary skill and understanding in respect of their use. Save to the extent otherwise provided in Section 2 or the Unfair Contract Terms Act, the Purchaser will protect the Vendor against any failure by the Purchaser to carry out his obligations.
20. These terms and conditions shall be governed by and interpreted in accordance with the laws of England.