

TERMS & CONDITIONS OF SALE

1.General

The following Terms & Conditions of Sale shall apply to all Contracts for the sale of goods and services so far as the same are not varied by or inconsistent with, any Special Conditions as may be agreed between the Company and the Customer in writing. Brochures, advertising and related documents issued by or on behalf of the Company shall not form part of or be admissible as evidence in any proceedings by or against the Company in relation to contracts entered into with the Company for goods or service supplied.

2.Orders

No order whether given by a customer verbally or in writing shall constitute a contract unless and until its acceptance embodying these conditions and any agreed special conditions have been confirmed by the Company.

3.Delivery Dates

Shipping dates will be notified on acceptance of order and are a reasonable estimate by the Company and not a guarantee of delivery. Lead times on design are taken from the date on which a finalised specification is received.

4.Scheduled Orders

In the case of goods requiring scheduled deliveries, each delivery shall be deemed to be sold under a separate contract. The failure of the customer to pay for any one or more deliveries shall entitle the Company, without prejudice to any other remedy, to treat the contract as repudiated.

5.Passing of Title

Until the Company has been paid in full for the goods or services comprised in any sale contract, all such goods and services shall remain the property of the Company (although the risk therein passes to the customer at the point when the goods or services come under the customer's control or control of his agent or approved carrier).

6.Consequential Loss or Damage

The Company's sole liability and the customer's exclusive remedy for damages, regardless of theory, shall not exceed the cost of correcting the defect and in no event shall such a liability be greater than the purchase price paid to the Company for the product or service. The customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof.

7.Payment Terms

Terms of sale are pro forma unless prior credit terms have been established. If credit arrangements are established, the standard terms of sale are 30 days from date of invoice of goods or services to the customer unless varied by a Special Condition of Sale.

8.Force Majeure

The Company shall not be responsible for non-performance in whole or part of its obligations, nor under any liability to the customer in respect thereof if such non-performance is due to acts of God, war, insurrection, Government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest, or any other cause beyond the reasonable control of the Company.

9.Extra Cost

In the event of any suspension of work, or additional work, arising through the customer's change of instructions or specifications, or lack of either, additional charges will be made to cover the increase in costs incurred by the Company.

10.Quotations

Prices are firm for 30 days following the date of quotation, after which, price confirmation or re-quotation is required.

11.Claims

Claims will only be considered if notified within 14 days from delivery and the goods returned within 21 days per the Company's RMA procedure (see 14).

12.Warranties

Product supplied by the Company is warranted free from defect caused by faulty materials or workmanship for a period of 1 year from date of despatch (unless otherwise specified), and may be repaired, replaced or credited at the Company's discretion.

13.Cancellation

Customers may cancel orders subject to payment of cancellation charges as determined by the Company.

14. RMA – Return Materials Authorisation procedure

Customers must complete, sign and return a RMA (Returned Materials Authorisation) from the Company's administrative office prior to any returns being made. Unauthorised returns will be refused and returned to the sender at the sender's expense.

15.Law

These Conditions and all contracts shall in all respects be construed and operate in accordance with English Law.