

STANDARD TERMS & CONDITIONS

TERMS AND CONDITIONS OF SALE

- GENERAL** Unless special terms are explicitly agreed to by our correspondence, these terms shall be deemed to be incorporated as Conditions of any Order or Contract accepted. All prices are subject to revision without notice. Orders are only accepted or contracts entered into on the understanding that they are executed at the prices ruling at the date of despatch.
- PAYMENT** Ledger accounts are opened subject to satisfactory references from British business houses. Payment at nett invoice price is due not later than 30 days from date of invoice.
- Goods are despatched on or before the date of invoice (except in the case of pro-forma transactions) and no responsibility is accepted for delays in transit.
- If our terms of payment are not adhered to, the right to suspend despatch is reserved.
- If customers are unable to accept delivery of goods ordered at the expiration of four weeks after they have been notified that the goods are ready for despatch, the right is reserved to invoice the value of the goods.
- The Contract price is subject to adjustment by us if, without consent, any changes are made by the customer in specification, or quantities or delivery requirements.
- CARRIAGE** Orders are despatched by post, Merchandise Train, or Transport Carriage, cost being charged upon the invoice.
- Customer's own material, goods for repair, etc., must be delivered free to our works at sender's risk and properly labelled. If not so consigned goods will be refused.
- PACKING** Any packing requirements other than our standard packaging and commercial containers will be invoiced as an extra charge.
- DESPATCH** Every effort will be made to keep despatch promises given. No liability will be accepted for loss through non-delivery or delay.
- NON-DELIVERY AND SHORTAGE**
- (1) Claims for non-delivery must be made to us within twenty-one days from date of invoice or advice note.
 - (2) Damage or discrepancy must be notified to G.P.O. or Carriers within three days of receipt of goods or within twenty-four hours of receipt of goods conveyed by Passenger Train or other special means of Transport.
- CANCELLATION** We cannot accept cancellation of orders for goods made specially to customer's requirements. In the case of cancellation of orders for stock items, we reserve the right to require the customer to pay all charges and expenses incurred by us in connection with the fulfilment of the order.
- RETURN OF GOODS** Any goods which have been supplied in accordance with the customer's order but which are subsequently returned will only be credited provided that our written agreement to the return of the goods has been obtained and that the price at which the goods will be credited has been agreed beforehand.
- GUARANTEE** Goods manufactured or merchanted by us are guaranteed only against faulty workmanship and flaws in material; any parts which are within twelve months from delivery proved to have been defective in these respects when delivered will be replaced by us. We do not guarantee the fitness of our goods for any particular purpose. Our liability is limited to such replacement and we are not to be held responsible for any direct or consequential damages or expenses. Return delivery charges will be charged upon the invoice. This guarantee is in place of any guarantee or Warranty which would be implied by law.
- OWNERSHIP AND RISK** Property in goods sold under this contract shall not pass to you until payment has been made in full of all sums due and payable by you in respect of the goods or on any other account with us. Until property passes you shall be a bailee of the goods and keep them in your possession and control provided that you may deal with them in the ordinary course of your business if the proceeds in full (apportioned if necessary) of any sale, other disposition, or use thereof, are held to our account. As from the time of delivery of the goods to you the risk of loss or damage to the goods from any cause whatsoever shall be borne by you.
- VALIDITY** Our offer to supply, unless previously withdrawn shall remain open for a period not exceeding sixty days from the date of the quotation.