

Terms and Conditions of Tenders, Quotations and Sales

The following Terms and Conditions attach to all tenders, quotations and sales, except where modified by us in writing.

Terms

Prices shown are nett 30 days after date of invoice unless different terms are shown on the tender, quotation or invoice.

We reserve the right to invoice goods on a *pro forma* basis at any time.

Statements will not be issued.

We reserve the right to charge interest on overdue accounts at one *per centum* over current bank overdraft rate.

If the Buyer shall make default in payment of any amount due to us, we shall have the right, in addition to all other remedies, to suspend further deliveries or to cancel any balance remaining undelivered under the contract and to claim from the Buyer damages, if any, for breach of contract as though there had been a refusal by the Buyer to accept delivery.

Conditions

1. Materials will remain our property until paid for in full by the Buyer notwithstanding that the materials have been delivered to the Buyer, and the Buyer shall be responsible for their safe custody, damage or loss.
2. Test Certificates will not be issued until goods are paid for in full.
3. The warranty specified in Condition (4) below will not apply unless goods are paid for in full and said warranty will cease once payment terms have been exceeded.
4. Liability in respect of any defect in or failure of goods supplied, or for any loss, injury, damage or expense consequential or otherwise attributable thereto, is limited to making good by replacement or repair defects which under proper use, appear therein and arise solely from faulty design, materials or workmanship within a period of twelve calendar months after the original goods shall have been despatched, at the determination of which period all liability on our part ceases. Complaints must be given to us immediately, before any action is taken as responsibility cannot be accepted if repairs or renewals are attempted on site without our written authority. Where we agree to rectify any defect, we reserve the right to undertake the work on our own premises. Where our equipment is installed in such a situation that access to or removal of all or any part of the equipment entails interference with any other parts of the installation or with structural portions of the building, we shall not accept responsibility for delays, damage or expense incurred.

We do not hereby make a guarantee to cover fair wear and tear, the effects due to carelessness or incompetency of those handling the plant, defective foundations, or buildings, unsatisfactory arrangements of piping, freezing or rusting, incrustating matter or impurities.

Our guarantee does not cover chemical, electrolytic, galvanic or other destructive action.

The above guarantee is given in substitution for all other conditions or warranties, whether expressed or implied by the Sale of Goods Act 1979 or otherwise.

5. Goods not of our own manufacture are guaranteed only to the extent of the makers warranty and without any further responsibility on our part.
6. All tenders and quotations given and all sales made are upon the express condition that although the goods supplied are of sound commercial quality, there is no guarantee of their suitability for any specific purpose, even if that purpose is known to us.
7. Cases and Crates and bags are credited in full on return, if carriage paid and in good condition. Packings not returned will be charged in full.
8. All orders are accepted subject to the express condition that we reserve to ourselves the right to cancel, without liability, the performance or further performance of the Contract should the manufacture, production or supply of the goods concerned be prevented or hindered by reason of Government Restrictions Orders or Priorities, shortage of raw materials or labour or acts of the Queen's enemies.
9. Ownership of Goods will not pass until full and final remittance is received through our bank.
10. No off-loading or hoisting of goods is included in our tender or quotation.
11. Assuming that normal transport can deliver to the specified delivery point.
12. Goods damaged in transit must be returned to our works marked "goods damaged in transit". The advice note must be signed thus and returned to our Works. We must also be advised immediately if goods are received damaged. Written advice must be given within three days to the carriers that the goods were damaged in transit.
13. Promises of delivery must be regarded as approximate only, and whilst every effort will be made to avoid delay, we cannot accept liability for any direct or indirect loss arising from such delays. The time given for the execution of the order of the order shall be reckoned from the date on which we receive the Buyer's written order or from the date on which we receive all the information and drawings necessary to enable us to proceed, whichever date may be the later. Where delivery is requested by specially timed appointment on site, every care will be taken to comply, but we cannot accept responsibility for any charges incurred due to belated delivery due to circumstances outside our control.
14. The accuracy of detail in illustrations, drawings and any data supplied as to weights and measurements is not guaranteed. Where such detail is of importance, the information supplied should be confirmed before the Order is placed.
15. Tenders and quotations are estimates only, orders are not binding on us until accepted by us in writing. Prices quoted are for each article offered unless otherwise stated. Unless previously withdrawn, tenders and quotations are open for acceptance within thirty days from the date hereof.
16. The Buyer will indemnify us against all damages, penalties, costs and expenses to which we may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of letters patent, registered design or copyright.
17. Prices are subject to fluctuations in the cost of raw materials and wages.
18. Value Added Tax is not included in the price but will be levied at the appropriate rate where it is payable.
19. The limit of liability under Policy of Insurance for Public Liability is £2,000,000 for any one occurrence or all occurrences of a series consequent on or attributable to one source and for Products Liability is £2,000,000 for any one period of insurance.
20. If the Buyer shall commit a breach of Contract or get into financial difficulties or ceases business or if a Receiver of his undertakings is appointed, we shall have the right forthwith to determine any Contract then subsisting upon written notice to the Buyers last know address, without prejudice to any claim or right we might otherwise have.

Additional Conditions Applicable Where "On Site Work" Is Involved.

21. We will not be liable for the draining down or refilling and testing of items unless otherwise stated on our quotation or tender.
22. We will not be liable for stripping off and re-instating any insulation materials on cylinders.
23. No allowance has been made for associated electrical or plumbing work unless otherwise stated.
24. Our price is based on goods being delivered and installed in their permanent positions by others F.O.C.
25. All inflammable materials must be cleared by the Buyer F.O.C. from the area of works.
26. It is the responsibility of the Buyer to ascertain any requirement regarding the isolation of sprinkler systems/fire alarms that can be activated by a heat presence.
27. Our quotation or tender is based on work being carried out during normal working hours unless otherwise stated.