

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND THE PROVISION OF SERVICES

1. INTERPRETATION

1.1 In these conditions:

'BUYER' means the person described as such in the order. 'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller; 'CONTRACT' means the contract for the sale and purchase of the Goods and if appropriate the supply and acquisition of the services; 'CONSUMER' means a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977; 'DELIVERY ADDRESS' means the address stated on the order; 'MACHINERY' means items described as such in the order; 'ORDER' means the Buyer's purchase order (whether for Goods and/or services) to which these conditions are annexed; 'PARTS' means the items described as such in the order or otherwise so identified; 'PRICE' means the price of the Goods and/or the charge for the services; 'SELLER' means the person described as such in the Order; 'SERVICES' means the services (if any) described in the order; 'SPECIFICATION' includes any plans, drawings, data, or other information relating to the Goods or Service; 'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by this Buyer to purchase the Goods and/or acquire the Services subject to these Conditions

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is made or purported to be made by the Buyer.

2.3 The Order is deemed accepted by the Seller unless rejected within seven days of the date on which the Order is received by the Seller

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer or the Seller.

2.5 The person placing the Order warrants that he is the Buyer or has the authority of the Buyer to do so.

2.6 The Buyer acknowledges that its skill and expertise in relation to the Goods and/or services is equal to that of the Seller and where the Buyer has specified a purpose for which the Goods and/or services are being purchased it has not relied upon the Seller's skill and expertise in deciding their fitness for the purpose in question.

3. SPECIFICATION

3.1 The quality and description of the Goods and the Services shall subject as provided in these conditions be as specified in the Order or otherwise agreed in Writing between the Buyer and the Seller.

3.2 Any Specification as to livery supplied by the Buyer to the Seller shall be the exclusive property of the Buyer who shall indemnify the Seller against all Liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the seller in settlement of any claim for infringement of any patent, copyright, design right, trademark or other intellectual property rights of any other person which results from the seller's compliance with any specification supplied by the Buyer.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the packaging, packing and delivery of the Goods and the performance of the services and the seller reserves the right to make any changes in the Specification of the Goods and/or Services (not materially affecting either quality or performance) as are required to ensure such compliance.

4. PRICE OF GOODS AND SERVICES

4.1 The Price of the Goods and Services shall be stated in the Order and unless otherwise so stated shall be:

4.1.1 Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

4.1.2 Exclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other than Value added Tax.

4.2 The Seller reserves the right to increase the Price (whether on account of increased materials, labour or transport costs, fluctuations in rates of exchanges or otherwise) provided it gives the Buyer notice of such increase before delivery

4.3 The Seller reserves the right to levy a surcharge of 25% on any Goods specially ordered if such Goods are not collected within 24 hours of the Seller notifying the Buyer that they are available for collection.

4.4 The Seller reserves the right as its sole discretion to require the Buyer to make payment of a non-returnable deposit at 10% of the price.

4.5 Goods not required must be returned within ten days of purchase. The seller reserves the right to levy a 15% handling charge on stock goods returned within ten days. Specially ordered goods are deemed non-refundable.

5. TERMS OF PAYMENT

5.1 Subject to Clause 5.4 below the seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the services, as the case may be.

5.2 Unless otherwise stated in the Order (or where the contract related to Machinery which is dealt with in Clause 5.3 below) the Buyer shall pay the Price of the Goods and the Services within thirty days of the invoice date failing which the Seller reserves the right to charge interest on the overdue account on a month bases at the rate of 4% above Lloyds bank base rate from time to time.

5.3 Payment for Machinery and Parts whether new or second-hand must be made before Delivery.

5.4 Where the Buyer is resident outside of the UK mainland the seller requires payment to be made of the full price by telegraphic transfer to the Seller's Bank Account before the Goods are dispatched and in such circumstances Clause 5.2 shall not apply.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Any Dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for Delivery shall not be of the essence unless previously agreed by the Seller in Writing. The goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the buyer.

6.3 If the Goods are to be delivered or the Services are to be performed, by instalments, each delivery of performance shall constitute a separate contract and failure by the Seller to deliver any one or more instalments or performance shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods for any reason other than any Clause beyond the Seller's reasonable control or the Buyer's fault and the seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 Return of goods are only accepted with 14 days from date of invoice

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's Fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may;

6.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2 Sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account to the buyer for the excess of the price under the Contract or charge the Buyer for any shortfalls below the price under contract

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer.

7.1.1 In the case of Goods to be delivered at the Seller's premises, at the time when the seller notifies the Buyer that the Goods are available for Collection: or

7.1.2 In the case of Goods to be delivered otherwise than at the time of delivery or, if they buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, title in the Goods shall not pass to the Buyer until the Seller had received in cash or cleared funds payment in full of the price of the Goods and all other Goods and services agreed to be sold or supplied by the Seller to the Buyer for which payment is then due.

7.3 Until such time as title in the Goods Passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and Bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. The Buyer shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by the way of security for any indebtedness any of the goods which remain the property of the seller, but if they buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES AND LIABILITY

8.1 The Seller does not manufacture any parts, materials or equipment and the Buyer shall only be entitled in respect of such items to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.2 Where the Goods supplied under the Contract are used Goods the Buyer accepts that they are sold as seen and no warranty is made or given in respect of those Goods unless stated clearly overleaf.

8.3 Where any valid claim in respect of any new Goods (or used Goods where a warranty is given) which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with Clause 8.7, the seller shall have no further liability to the Buyer.

8.4 Clause 8.3 is subject to the following conditions:

8.4.1 The Seller Shall be under no liability in respect of any defect in the Goods arising from any drawings, design or specification supplied by the Buyer.

8.4.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence of the Buyer, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval.

8.4.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods or Services has not been paid by the due date for payment.

8.5 Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a Consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.6 Where the Goods are sold or services supplied to a consumer, the statutory rights of the consumer are not affected by these conditions.

8.7 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defects or failure. And the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the contract.

8.8 Except in respect of death or personal injury caused by the Seller's Negligence, the seller shall not be liable to the Buyer by reason of any representation, any implied warranty, condition, or other term, or any duty at common law, or under the express terms if the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods (and/or the services if appropriate) or their use or resale by the Buyer, except as expressly provided in these conditions.

8.9 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of its obligations in relation to the goods or the services. If the delay or failure was beyond that party's reasonable control.

9. OBLIGATION TO PROVIDE SAFE PLACE OF WORK

9.1 Where the Seller sends one of its employees to provide Services (the servicer) on premises owned or controlled by the Buyer, the Buyer warrants that it will provide a safe place of work for the Servicer to a standard equivalent to that which would be required if the Seller was the Buyer's employee.

10. PART EXCHANGE

10.1 Any equipment tendered by the Buyer in part-exchange for the Goods must be in a reasonable condition. The Buyer must disclose to the Seller any major defects in the equipment tendered and the amount of all monies owing in respect of that equipment to any finance company, bank or to any other person. The Seller accepts no liability whatsoever for any such debt or borrowing unless disclosure has been made by the Buyer in accordance with the Clause.

11. TERMINATION

11.1 The seller shall be entitled to terminate the contract without liability to the Buyer by giving notice to the Buyer at any time if:

11.1.1 The Buyer becomes bankrupt or makes any voluntary arrangement with its creditors (within the meaning of the insolvency Act 1986) or has execution levied against it or (being a company) becomes subject to administration or enters liquidation (otherwise than for the purpose only of amalgamation or reconstruction) or

11.1.2 An encumbrancer takes possession, or a receiver is appointed over any of the Buyer's property or assets; or

11.1.3 The Buyer ceases, or threatens to cease to carry on business; or

11.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If the Seller shall exercise its right to terminate the contract in accordance with this Clause in circumstances where the Goods and/or Services have already been delivered the seller shall be entitled to cancel or suspend any further deliveries under the contract without any liability deliveries under the contract without any liability to the Buyer and if the Goods and/or services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

12. GENERAL

12.1 The Order is personal to the Buyer and the Buyer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party as its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.3 No waiver by the seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

12.5 Any dispute arising under or in connection with these Conditions or the sale of Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society of England and Wales

12.6 The Contract shall be governed by the laws of England and Wales.