

# TERMS AND CONDITIONS OF SALE

## QUOTATIONS AND TENDERS

These constitute offers capable of acceptance within 30 days of issue after which time we shall be entitled to withdraw the same. We reserve the right to amend or withdraw any quotation or tender prior to acceptance.

## ACCEPTANCE OF ORDER

If the Terms and Conditions Set out in the Customers Order are at variance with those set out in our Quotation or acceptance of order form our acceptance of order shall constitute a counter offer as the terms therein set out.

## PRICE

01 Prices are those ruling at date of dispatch of goods or materials

02 Quoted prices hold good for the Quantities stated and are subject to revision if the Quantities are changed.

03 Unless we specify to the contrary, Quoted prices exclude delivery to customer premises, packing (if appropriate), unloading and installation.

04 Unless otherwise stated, prices are exclusive of VAT which will be charged additionally

## DELIVERY AND INSTALLATION DATES

Any Quoted date is an approximation only and because delays can occur for reasons outside our control, we can accept no liability for any loss of any nature suffered by the customer on account of any delay in delivery.

## DESCRIPTIONS

All descriptions given by us in any drawings, plans, specifications, photographs or descriptive literature shall be taken as giving only a general indication of the goods to be supplied. We will gladly however and where ever possible make either samples of the goods or the goods themselves available to the customer for inspection.

## DELIVERY AND PASSING OF OWNERSHIP

Ownership in the goods shall not pass until the goods have been paid for in full

Should payment for the goods not be made in full then we shall be entitled to remove the goods from the Customers site.

## INSTALLATION

Where Installation is to be carried out by us then the following provisions shall apply:-

01 The Customer shall be responsible for obtaining all planning bye-laws and any other requisite consent.

02 The Customer shall arrange for the carriage of goods from the delivery vehicle to the building or room in which the same are to be installed.

03 We will notify the Customer of the date when installation is to be commenced and the estimated time installation will take. The Customer shall ensure that the site of installation is both clear and ready and in particular that the floors thereof are level and even.

04 The Customer shall procure that, whilst installation is taking place, the site of installation is clean and unobstructed, adequately heated and lit and provided with electric power points suitable for electric tools.

05 We shall be liable neither for any death or injury caused to employees of or visitors to the Customer nor for any damage to his goods arising from our installation works once completed.

06 We shall be entitled to make an extra charge to the Customer for any extra costs incurred by us arising from any failure by the customer to comply with the obligations set out above.

## DEFECTS

01 Goods must be inspected by the customer on delivery. If any have been damaged in transit the carrier delivery note must be endorsed accordingly and the carriers notified within 3 days of receipt otherwise no claim can be made under the terms of our contract with the carriers.

02 The warranties as to quality and fitness implied by the Sale of Goods Act 1893 apply to goods supplied by us but the customer must satisfy himself as to the suitability for his own application.

## PAYMENT

01 We shall be entitled to deliver goods in installments and invoice separately for each installment delivered subject to the restrictions set out in 02 below.

02 In cases where we are to carry out Installation we shall be entitled to submit invoices both for goods delivered and on account of installation work in advance of its completion provided that until such time as the installation is complete the total of the invoices submitted by us relating to the contract do not exceed 90% of the total contract price.

03 Invoices shall be paid 30 days Nett from the date of Invoice with the exception of 04 below or unless Special Payment Terms have been agreed.

04 Payment of all installation Orders shall be paid as follows: 40% Cash with Order, 60% on completion of the Installation

05 Where a Customer has negotiated a lower price than first Quoted by including favorable payment terms we shall be entitled to submit additional invoices to the value of the original Quoted price should these terms not be met

06 We reserve the right to charge interest on any overdue accounts.