

Terms and Conditions

- 1.1 All contracts entered into by the company for the provision of goods and services shall be deemed to incorporate these conditions save to the extent that they are expressly excluded added to or varied by any particular contract. No variation or exclusion of or addition to these conditions shall be effective unless expressly agreed in writing by the company.
- 1.2 Any standard conditions employed by the customer are hereby expressly excluded from any contract with the company save to the extent that the company expressly agrees in writing that they shall be included. In the event of such inclusion these conditions shall prevail in the event of any conflict with the customers conditions.
2. These conditions do not apply to consumer sales as defined by Section 12 of the Unfair Contract Terms Act 1977.
3. Nothing in these conditions shall:
 - 3.1 purport to exclude or restrict such implied warranties or conditions as are in law incapable of exclusion or restriction.
 - 3.2 purport to exclude or restrict any liability, which the company may otherwise have for death or personal injuries arising out of the negligence or breach of contract of the company.
4. These conditions contain exclusion and limitation clauses. To the extent that they are required by law to comply with any test of fairness or reasonableness the company will content that they do so comply.
5. In these conditions references to:
 - 5.1 contracts for the sale of goods shall refer to contracts of sale falling within the provisions of the Sale of Goods Act 1979 or to any amendment or re-enactment thereof from time to time in force.
 - 5.2 contracts for services shall include:
 - 5.2.1 contracts for the provision of technical or other training or advice to the customer or to its nominated personnel.
 - 5.2.2 contracts involving the supply of labour and materials for the purpose of renovation or reclamation or repair or other works of whatsoever nature by the company to or upon the customers tools machinery or equipment.
 - 5.2.3 the setting up and/or management of specialist workshops in the customers premises for the use of Butecic + Castolin Techniques.
 - 5.2.4 other contracts entered into by the company for the purposes of its business.
6. Where the company provides to the customer any separate written guarantee the terms thereof shall be supplementary to these conditions but in the event of any conflict these conditions shall prevail.
- 7.1 Subject to Clause 7.2 any date specified in a contract for the delivery of goods or the commencement or completion of the provisions of services by the Company shall constitute only a bona fide expression of intention and shall not be a term or condition or of the essence of the contract and the Company shall not incur any liability whatsoever for failure to meet any dates so specified.
- 7.2 If the delay in the performance of the contract is caused by the default or inability of the customer in accepting delivery or permitting or facilitating the commencement or completion of services and such delay shall continue for 14 days the company may at its discretion treat the contract as continuing and increase the price to reflect its loss or terminate the contract and claim damages for the customer's breach.
- 7.3 If such failure shall be prevented by reason of act of God, flood, tempest, fire, insurrection, war, strikes, lockouts, trade disputes, breakdown, accident, governmental prohibition or restriction or other exercise of government authority, or any other cause whatsoever (whether or not of a like nature to those above specified) beyond the control of the company or the customer and such failure shall continue for a period of 14 days thereafter, either party may at any time after the expiration of such 14 days (but before delivery or commencement or completion of services is or are in fact tendered and accepted) by notice in writing rescind the contract.
8. The customer shall be responsible for obtaining any license, permit, authority or consent from any governmental or other authority for the sale of goods or provision of services pursuant to a contract with the company and shall if so required in writing by the company produce satisfactory evidence thereof PROVIDED THAT this condition shall not apply to any such license permit authority or consent which by its nature is capable only of being obtained by the company.
- 9.1 Goods supplied or workmanship and materials employed upon the customers own tools machinery or equipment are warranted by the company to be free upon delivery or completion from defects in design materials and workmanship.
- 9.2 The company may at its discretion pass on to the customer the benefit of any product warranties which the Company shall have received from the manufacturer of such products where the extent of such a warranty is greater than the warranty given by the company in Clause 9.1
- 9.3 In relation to contracts for the supply of services (other than those set out in Clause 9.1) the company warrants that the services shall be provided with reasonable skill and care PROVIDED THAT the company shall have no liability for any failure or inability of the customer or its nominated representatives to benefit in whole or in part from the provision of such services.
- 9.4 Subject to conditions 3 and 4 above all other conditions warranties and undertakings of whatsoever nature whether statutory or otherwise and whether arising out of the negligence or breach of contract of the company its servants agents or sub-contractors are hereby excluded save only to the extent (and not otherwise) that such exclusion is held by a court of competent jurisdiction to be unfair or unreasonable.
- 9.5 Subject to Clause 2 and 3 above and to the warranties provided in the Clause 9, the company shall have no other liability whatsoever to the customer in respect of goods or services supplied pursuant to this contract. In particular, and for the avoidance of doubt, the company shall not be liable for any advice given by telephone to the customer and the customer acknowledges that this telephone service is provided free of charge and the company is under no obligation to provide or to continue to provide such telephone advice.
10. If the customer alleges that the goods or services are not in accordance with these conditions the customer shall notify the company in writing within 14 days of delivery of the goods or the completion of the services and thereafter the customer shall afford to the company all reasonable facilities for investigation of the complaint. Failing such notice to the goods or services shall be deemed to be accepted by the customer. Upon investigation as set out above, if it is found that such goods or services were not in accordance with the contract then (subject to condition 4 above) the liability of the company shall be limited at the company's option to the repair or replacement of the goods or repayment of the price (including any transport freight or insurance charges). In particular the company shall have no liability for any consequential loss or loss of profit or any contribution to the customers overheads.
11. All goods supplied by the company are carefully inspected and submitted to standard tests before delivery. If special tests in the presence of the customers representative are requested, unless otherwise agreed, the tests shall take place at the company's premises and shall be specified at the time of placing the order. An additional charge will be made for such testing. In the event of any delay on the part of the customer in attending such tests after not less than 7 days written notice that the goods are ready, the tests will proceed in the customers absence and the customer shall be deemed to have waived his requirement for the presence of his representative thereat and the certificate of the person conducting the tests shall be conclusive evidence that the goods have satisfied the customer's requirement.
12. Payment for goods and service and for carriage and handling charges where applicable shall be made by the customer without deduction abatement or set off within 30 days of invoice or in such other manner and shall be specified in the terms of the contract. Interest on late payments shall be payable at the rate of (5%) over (Barclays Bank plc) base rate from time to time in force from the date of the invoice until payment has been received by the Company. The cost of packing cases crates drums and similar containers charged to the customer shall in the event of their return to the company in good condition within 15 days of receipt thereof by the customer be credited to the customer's account.
13. The company while endeavoring to fulfill all contracts at prices ruling at the date of acceptance, reserves the right to charge the customer on the basis of prices ruling at the date of delivery or supply of services where increased prices have been incurred as the result of rises in the cost of material labour transport or overheads or a combination of any of these, unless otherwise agreed in writing by the company.
14. Subject to any obligations imposed upon the company as manufacturer or supplier of goods or services by the Consumer Protection Act 1987 and by the Health and Safety at Work Act 1974 and Regulations thereunder or by any other enactment or regulation from time to time in force and subject to these conditions, the customer shall indemnify and keep indemnified the company against all claims costs liabilities and outgoing of whatsoever nature arising directly or indirectly from any use or misuse by the customer or any other person whatsoever of goods and services supplied by the company.
15. All goods delivered to the customer shall remain the property of the company until the whole of the customers indebtedness to the company (whether in respect of the contract in question or otherwise) has been paid in full.
- 16.1 If the customer makes default in the payment of any invoice (pursuant to any contract whatsoever) or if any judgment is obtained against the customer or execution levied against its goods or it enters into any compromise or arrangement with its creditors or gives a notice of voluntary winding up or a petition for its compulsory winding up is filed or being an individual commits an act of bankruptcy or if the company reasonably believes that the indebtedness of the customer to the company is in jeopardy then the next succeeding paras of this condition shall apply.
- 16.2 All outstanding invoices including those in respect of which any credit period has not elapsed shall immediately become due and payable.
- 16.3 The customer shall forthwith upon demand deliver up all goods in the possession or control of the customer which remain the property of the company pursuant to these conditions and failing such delivery the company by its authorized servants agents or representatives may enter upon any premises wherein such goods may be for the purposes of repossessing the same provided always that the company shall make good any damage caused by such entry.
- 16.4 Upon such delivery or repossession the company shall after deducting the cost and expenses (including legal costs as between solicitor and own client) incurred by the company in exercising its rights hereunder give to the customer credit for the invoice price of such goods less such deductions for damage to or deterioration thereof as the company shall consider reasonable.
- 16.5 If the goods which the company is entitled to repossess under this condition exceed in invoice value the amount due from the customer the company may select which goods it wishes to repossess for the purposes of this condition and if the credit to which the customer is entitled as above extinguishes any outstanding liability of the customer as aforesaid all other goods in the possession of the customer including any excess removed by the company as aforesaid shall become the property of the customer.
- 17.1 Notwithstanding that property and goods shall remain with the company all goods in transit to or from the customer or in the possession or control of the customer shall be at the sole risk of the customer who shall remain liable for the full price thereof despite any loss or damage thereto.
- 17.2 The customer shall at the customers expense and in the joint names of the customer and the company insure all goods at the risk of the customer pursuant hereto for their full value against all normal risks and shall receive in trust for the company any moneys paid as proceeds of such insurance and upon payment thereof to the company the company will give credit therefore against the invoice price of such goods.
18. Goods in the possession of the customer but remaining the property of the company shall at all times be preserved in good condition by the customer and stored separately from other goods such as shall render them immediately identifiable as the Company's goods and shall not be exposed to risk or loss or pilfering or damage and shall not be made the subject of any charge lien or other encumbrance and shall be retained in the possession or control of the customer.
19. The rights of the company under these conditions shall not operate to reduce the company's rights and remedies at law and the company shall not be bound to exercise any of such rights and remedies in any particular sequence.
- 20.1 If goods are supplied and/or services carried out in accordance with the customer's specifications ("the Specifications") the customer shall be solely responsible for the Specifications and ensuring that they are accurate.
- 20.2 The customer shall be responsible for supplying the Specifications within a sufficient time to enable the Company to perform the contract in accordance with its terms.
- 20.3 The specifications and designs of the company which without prejudice to the generality of the foregoing shall include illustrations, drawings, weights and dimensions are, unless expressly stated otherwise, subject to modification or improvement and must be regarded as approximate representations only and are not binding in detail unless expressly stated to be so and such title and copyright in the specifications submitted by the company shall remain vested in the company.
- 20.4 The customer shall indemnify the Company against all damage loss costs claims and expenses arising out of any infringement of any letters patent registered design trade mark trade name or copyright or any claim for such infringement or any claim for passing-off arising out of work carried out in accordance with the customer's specification.
- 20.5 The customer agrees that it shall not disclose to any third party or otherwise use any of the information relating to the company's specifications without the prior written consent of the company or the party in whom title and copyright in the specifications is vested and shall indemnify the company in respect of all loss suffered and expenses incurred as a result of the customer's breach of this Clause.
21. This contract is and shall be deemed to have been made in England and shall in all respects be governed by the law of England and Wales.

Please note: Carriage will be charged depending on which delivery service is requested.