Terms and Conditions

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 or addition to these conditions shall be effective unless expressly agreed in writing by the company.

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. The event of such inclusion these conditions shall prevail in the event of any conflict with the customers conditions.

3. These conditions do not apply to consumer sales as defined by Section 12 of the Unfair Contract Terms Act 1977.

4. Nothing in these conditions shall:
    3.1 prevent the company from construing implied warranties or conditions as are in law incapable of exclusion or restriction
    3.2 prohibit or 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.

5. 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 consent that they do so comply.

6. Where the company provides to the customer any separate written guarantee the terms thereof shall be:
    6.1 supplementary to these conditions but in the event of any conflict these conditions shall prevail.

7.1 Subject to Clause 7.2, any delay in the performance of the contract for the delivery of goods or the commencement or completion of the provisions of services by the Company shall constitute only a cause for suspension of payment and not a basis for the avoidance 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 or permitting or failing the commencement or completion of services and such delay continues 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 any failure or delay in performance is prevented by reason of act of God, flood, tempest, fire, insurrection, war, strikes, lockouts, trade disputes, breakwater, 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 or delay shall continue for a period of any time after the expiration of such 14 days (but not before delivery or commencement or completion of services or is in fact tendered), then notice in writing shall be served upon the customer.

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. Where the condition shall not apply to any such license permit authority 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 material or workmanship for a period of 12 months from the date of delivery of the goods or completion of the 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 by the company in Clause 9.1 of these conditions.

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 representative to cooperate in or 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 implied warranties of merchantability or fitness of the products or the manufacture of the goods or any service or undertaking by 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 Clauses 2 and 3 above and to the warranties provided in the Clause 9, the company shall have no obligation to the customer to search the products or services supplied pursuant to the contract for the presence of defects in the products or services. Subject to the warranties given by the company in Clause 9.1 the company shall have no obligation to the customer to provide by telephone to the customer and the customer acknowledges that this telephone service is provided at the discretion of the company 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 in good condition. In the event of any such delay in the giving of notice the company shall be entitled to rely on the customer's acceptance of the goods or the services. If such delay shall continue for 14 days thereafter, either party may at any time after the expiration of such 14 days (but not before delivery or commencement or completion of services is in fact tendered) notify the other that the condition and if the credit to which the conditions entitled to such credit and credit to the customer shall be immediately become due and payable.

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 customer representative are requested, unless otherwise agreed, the tests shall take place at the company's premises and shall be specified at the time of order. The company reserve the right to charge the customer for costs associated with 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 by the company that such tests are required, the company shall be entitled to deem the customer to have waived his requirement for the performance of the tests. The company reserve the right to deem 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 within 30 days of invoice or such other days as agreed in the contract. Payment may be be made at the rate of 5% (5%) over (B次要 Bank Ltd) base rate from time to time in force of the date of the invoice until payment is made. The company may charge interest at the rate of packing cases, frauds crates and similar containers charged to the customer shall in the event of their return to the company in good condition with the customer's consent the same to the customer's account.

13. The company while endeavoring to fulfill all contracts at prices stated in the date of acceptance reserves the right to charge the customer on the basis of prices ruling at the date of delivery or from time to time and for any additional costs or charges arising from the customer's specification or in the possession or control of the customer or in the possession or control of the customer shall be at the sole risk of the customer who shall be responsible for all necessary insurance for their property and goods in transit to or from the customer.

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 by or any enactment or regulation from time to time in force and by any enactment or regulation from time to time in force and in the event of any infringement of any letters patent registered design trade mark trade name or copyright or any other right in respect of any goods or services supplied by the company.

15. All goods delivered to the customer shall remain the property of the company until the whole of the customer's 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 issued 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 winding up or a winding up or is formed an individual committing an act of bankruptcy or if the company reasonably believes that the indebtedness of the customer to the company in jeopardy then the next succeeding party 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 of the customer which remain the property of the company pursuant to these conditions and failing such delivery the company may repossess the same on the premises wherein such goods may be 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 remaining any excess removed by the company as aforesaid shall become the property of the customer.

17. Notwithstanding that property and goods shall remain with the company all goods in transit to or from the customer or in the possession of the customer shall at all times be at the sole risk of the customer who shall be responsible for all necessary insurance for their property and goods and for the protection of the premises where increased prices have been incurred as the result of rises in the cost of materials or labour or transport or overheads or a combination of any of these, unless otherwise agreed shall remain the property of the company.

18. Customers overheads.

19. If any standard conditions employed by the customer are hereby expressly excluded from any contract with the company save to the extent that they are expressly excluded added to or varied by any particular contract. No variation or exclusion or addition to these conditions shall be effective unless expressly agreed in writing by the company.

20. 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 as an indication of 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.

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.