



STANDARD CONDITIONS (May 2012)

1. **GENERAL**
All quotations are given and all orders are accepted on the terms, which supersede any other terms appearing in the Seller's catalogue or elsewhere: and shall override and exclude any other terms, representations or conditions stipulated or incorporated or referred to by the buyer.
2. **QUOTATIONS**
Quotations are subject to withdrawal at any time before receipt of an unqualified order from the buyer. Quotations may be subject to variation if full information is not made available to the Seller to enable accurate preparation of the quotation, even where there has been previous acceptance by the Seller of the buyers order.
3. **THE PRICE**
(a) The Seller reserves the right to increase the price of the Goods before delivery or installation to that ruling at the date of despatch or installation.
(b) All prices quoted are ex works and carriage from the Seller's works to the place of delivery specified by the Buyer and shall be charged in addition to the price unless expressly agreed by the Seller in writing.
4. **PAYMENT TERMS**
Payment in full must be received by the Seller before the title passes at the agreed terms as stated overleaf. If the Buyer is in default with payments, in the case of interim invoices, the Seller shall be entitled to suspend work or withhold all further deliveries to the Buyer.
5. **DELIVERY DATES**
Delivery dates are estimates only and not in any way guaranteed. Every endeavour will however be made to meet delivery dates, which are given in good faith. The Seller cannot however accept liability for failure to do so. The Buyer's right to repudiate is expressly excluded in the event of delivery being delayed.
6. **PLANNING PERMISSION, LICENCES, REGULATIONS, BYELAWS**
(a) The buyer warrants that all necessary licences, permissions, consent, approvals or other authorisations of whatsoever nature requisite in connection with the execution of the contract have been or will in due time be obtained by him. The Seller shall not be liable for and the Buyer shall indemnify the company against any and all expenses incurred by the Seller due to any delay on the part of the Buyer to obtain the same
(b) In any case where the Seller's design is subject to approval by government departments, Local Authorities, consulting engineers or similar bodies or persons this quotation or estimate is subject to variation or withdrawal in the event of modifications of the design being required as a result of consideration by such bodies or persons.
(c) The Buyer undertakes without charge to the Seller to comply with any Statute Regulation or other requirements for the time being in force of any Government or other competent authority, which may affect the contract.
If owing to the Buyer's failure to comply with this condition, the Seller incurs any loss or expense the Buyer shall reimburse the full amount thereof.
7. **PASSING OF RISK AND PROPERTY**
(a) Risk of loss or damage to the goods shall pass to the Buyer at the time the Goods are despatched from the Seller's works.
(b) The property (including the legal beneficial and equitable title) in the Goods shall not pass to the Buyer until the whole of the price has been paid, and until payment the Buyer shall treat the Goods as baillee for the Seller and the following provisions of this clause 7 shall apply.
(c) If the Buyer defaults in the punctual payment of any sum to the Seller then the Seller shall be entitled to the immediate return of all Goods sold by the Seller to the Buyer (or the documents of the title thereto) in which the property has not passed to the Buyer, and the Buyer hereby authorises the Seller to recover the Goods or documents and to enter any premises of the Buyer for that purpose.
8. **INSPECTION OF THE GOODS**
The Buyer shall inspect the Goods immediately on completion of works and shall within seven days from such works give notice to the Seller of any matter or thing by reason whereof the Buyer may allege the Goods are not in accordance with the contract (or defective in material or workmanship). If the Buyer shall fail to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the contract (and free from any defect which would be apparent on reasonable examination of the Goods) and the Buyer shall be deemed to have accepted the Goods accordingly. In the event that Buyer establishes to the Seller's reasonable satisfaction that the Goods are not in accordance with the contract (or are so defective), the Buyer's sole remedy in respect of such non-accordance (or defects) shall be limited as Seller may elect to the replacement of the Goods or refund of the purchase price against the return of the Goods.
9. **INDEMNITY**
The Buyer shall indemnify the Seller in respect of all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith arising from the condition or use of the Goods in the event (and to the extent) that the damage injury or loss shall have been occasioned partly or wholly by the carelessness of the Buyer or his servants invitees or agents or by any breach by the Buyer of it's obligations to the Seller hereunder.
10. **ADDITIONAL WORK.**
(a) If variations and/or extra works are required manufacture / installation of the relevant goods will not be undertaken until written instructions are received by the Seller together with written agreement as to the payment for extra work involved.
(b) The Buyer will not have any rights to set-off for monies due or alleged to be due to him and any claim by the Buyer to set-off will be deemed to be in breach of the contract.
(c) The Seller may delegate the processing of the materials/installation to a third party on that party's standard terms at the Buyer's risk and is authorised by the Buyer to contract on the Buyer's behalf with third parties.
11. **ASSIGNMENT**
The Buyer shall not assign any benefit under the contract without the consent in writing of the Seller.
12. **NOTICES**
Any notice given under or pursuant to the contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, e mail or other means of telecommunications resulting in the receipt of a written communication in permanent form.