



LARGE COMPONENT MACHINING SPECIALISTS

TERMS AND CONDITIONS OF SALE

GENERAL: All goods are sold subject to the acceptance of the following terms and conditions.

DAMAGE IN TRANSIT: Goods delivered short or damaged are to be signed for to that effect on the Consignment Note and immediate notification given to our Head Office. Providing notification is received within 3 days of delivery, the Company will repair or replace Free of Charge. The Vendors shall not be under any obligation to replace (though they may do so at their option) goods destroyed, damaged, sunk in transit, or detained by the Queen's Enemies, or (in the case where goods are obtained by the Vendors from works abroad) for the total or partial suspension of deliveries which may be occasioned by any circumstances attributable to war, nor shall the vendors be responsible for any damage caused to the purchaser by the non delivery of any such goods.

PACKING: There will be no charge for our normal packaging. Any special packing required, packing cases and crates, etc., will be charged for and included in the quoted price.

GUARANTEE: Any goods returned and admitted by us to be defective in workmanship or material will be replaced free of charge within a period of six months from date of delivery, but we are unable to accept any contingent liability for subsequent labour expenditure or loss. Should any claim arise under this Guarantee, please quote your Order Reference and Consignment Note number. We cannot under any circumstances accept charges from customers who rectify faulty parts supplied by us in their own works, without prior agreement confirmed in writing by the Company.

DELIVERY: Delivery dates are given in good faith, but are without guarantee or penalty. In the case of strikes, combinations of workmen, accidents, holidays or other circumstances, causing partial or total stoppage of the production or transport facilities of the works from where the goods may come, deliveries may be suspended without effecting the contract. The time of any such suspension to be added to the time of the original contract.

PRICES: The Company reserves the right to revise, without notice, the prices or specifications set out in our Price List and Information Catalogues and all orders are accepted on the understanding that they will be invoiced at the prices ruling at the time of despatch.

VALIDITY OF QUOTATIONS: All quotations are valid for 30 days unless otherwise specified and are given without engagement until the order has been offered to and accepted by us.

VARIATIONS: All Quotations are subject to alteration in accordance with variations which may take place in wage or material rates

ORDERS: In the interest of Customers, all verbal orders should be confirmed in writing, in order that we may fulfil our desire to give our best service at all times.

SITES: Where installation or Erections for part of the Quotation or Contract, it is assumed that the Site where the installation or Erection is to take place, shall be level and clear with reasonable access.

PAYMENT: Terms of Payment STRICTLY NETT MONTHLY ACCOUNT, except in the case of any special discount allowed and confirmed in writing by the Company.

CONTRACTS: Contracts including erection, the terms of payment are 100% the value of the materials as delivered Nett Monthly Account and final payment at the end of the month following completion of the contract.

Contracts for Export, unless otherwise agreed in writing, are accepted only when accompanied by an irrevocable Letter of Credit or a London Bank: Terms of Payment being Nett Cash against Shipping Documents.

DIVISIBILITY: (A) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment. (B) If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (A) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served.

CANCELLATIONS: Orders may not be cancelled without our agreement in writing, and only on payment of any costs which may have incurred to date of cancellation.

In the event of the suspension of any work by the Customers instructions, or lack of instructions, we reserve the right to charge any extra expense thereby incurred by the Company.

DRAWINGS, ETC.: All Descriptive and Forward Specifications, Drawings and other particulars submitted with our Tender are approximate only and the descriptions and illustrations contained in our Catalogues, Price Lists and other advertisement matters are intended merely to present a general idea of the goods described therein, and none of these shall form part of a contract.

RESERVATION OF TITLE: UNTIL full payment has been received by the Company for all goods whatsoever supplied (and all services rendered) at any time by the Company to the Buyer:

a) Property in the goods shall remain in the Company.

b) Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the ad mixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Company in relation thereto.

c) Subject to (d) and (e) below, the Buyer shall be at liberty to sell the goods and the new products referred to in (b) above, in the ordinary course of business on the basis that the proceeds of sale shall belong to the Company to whom the Buyer shall account.

d) The Company may at any time revoke the Buyer's power of sale by notice to the Buyer, if the Buyer is in default in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied) or services rendered at any time by the Company to the Buyer or for any other reason whatsoever (or if the Company has bona fide doubts as to the solvency of the Buyer.)

e) The Buyer's power of sale shall automatically cease if a Receiver is appointed over any of the assets, or the undertaking of the Buyer or a winding up order is made against the Buyer, or the Buyer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or cause a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy or allows execution to be levied against its or his goods.

f) Upon determination of the Buyer's power of sale under (d) or (e) above, the Buyer shall place the goods and the new products at the disposal of the Company who shall be entitled, using as is reasonably necessary, to enter upon any premises of the Buyer for the purpose of removing such goods and new products and to remove such goods and new products from the premises (including severance from the realty where necessary).