

CONDITIONS OF SALE

1. GENERAL

1. Unless otherwise agreed in writing these conditions will govern all contracts for the sale of our products or for the supply of our services. Any qualification of these conditions and any other conditions which you may seek to impose will not apply unless expressly accepted by us in writing.
2. Our quotations are not unconditional offers. No contract shall come into existence unless and until we have accepted in writing your order to supply the products or services specified in our quotation.

2. REPRESENTATIONS

1. The only representations in connection with our products or services for which we shall accept any liability are those specifically included or referred to in our quotation, or otherwise specifically agreed between us in writing to be a term of the contract. If in entering into a contract with us you are acting on the strength of some representation you believe has been made, it is in your interest and we would recommend that you bring it to our attention and request that it be made a specific term of the contract.

3. INSPECTION AND TESTS

1. The price quoted only includes for our standard inspection and tests (if any) before despatch. The costs of any agreed special inspection or tests will be charged to you as an extra. If it is arranged that you or your representative shall attend any inspection or tests, but you fail to attend them within seven days of our advising you that we are ready for them, the tests may proceed in your absence but shall be deemed to have been made as if in your presence.

4. PACKAGING

1. Unless otherwise stated the price quoted does not provide for any packaging. Where packaging is included, unless otherwise agreed, it will be to our standard specification which should be adequate for the normal incidence of competent handling, covered transport and short term indoor storage in a temperate climate. If additional protection is required you should specify this before the contract is made.

5. DELIVERY: PASSING OF RISK

1. Delivery is ex our works unless otherwise stated. All risk of accidental loss or damage to the products passes to you either on delivery or, if through instructions or lack of instructions from you, delivery is not effected within seven days after the date on which we send notification to you that the products are in a deliverable state then on the expiry of that period.

6. STORAGE

1. If through instructions or lack of instructions from you we are not able to effect delivery of the products to you within seven days after the date we send notification to you that they are in a deliverable state we may arrange for their storage and insurance either at our own works or elsewhere and you will pay to us our reasonable charges for so doing.

7. LOSS OR DAMAGE PRE-DELIVERY OR IN TRANSIT

1. You must notify us as soon as possible after delivery and in any event within seven days of any shortages in or damage to our products.
2. In cases where we have agreed to be responsible for carriage you must give us such notice within such period as will enable us to give notice of the shortage or damage to the carriers within any timescale prescribed by them. Generally this is three days.
3. Failure to notify us as required above, or failure to preserve the alleged damaged products and their packaging, will entitle us to disclaim any liability that we might otherwise have incurred, if in the circumstances that is reasonable. If before you open any package containing our products you observe damage to it or anything else which makes it likely that damage may have occurred to the contents we would recommend that you advise us of the fact before opening the package, so that we can arrange for a joint inspection or otherwise take steps to verify the situation.

8. PRICE AND PAYMENT

1. The price quoted does not include value added tax. The price payable by you will be increased by the value added tax payable (if any) in respect of the supply of goods or services hereunder.
2. Unless otherwise agreed the price shall be due and payable at our offices in sterling thirty days after the day on which the services are completed or the products are delivered or you are sent a notification that the products are in a deliverable state. However, we reserve the right to require payment immediately on completion of the services or on delivery of the products or on sending notification that the products are in a deliverable state if you have previously failed to make any payment owing to us on the due date or if we have received unsatisfactory credit rating information relating to you.
3. If you do not pay the whole or any part of the price on the required day then you shall pay to us interest on the amount outstanding from the required day until the actual date of payments at the rate of 3% p.a. over the Bank of England Minimum Lending Rate from time to time in force.
4. So long as any payment due from you to us is outstanding, whether under the same or any other contract of transaction we shall have a lien on any products in our possession and we shall be entitled to retain them or any of them and/or suspend work on any contract.

9. INSTALLATION

1. When any installation services provided for in the contract are limited to supervision, we will supply the necessary competent personnel for supervision purposes only. You will supply all other necessary, skilled and unskilled labour, and all equipment and tools for the installation of our products.
2. When the contract provides for actual installation by us we will supply the necessary supervisory personnel, skilled and unskilled labour, and hand tools for the installation of our products according to the details of the installation services specified in our quotation.
3. In either case unless otherwise specifically stated in our quotation you will be responsible for:
 - i) all necessary preparation of the site including all work to buildings, foundations, supporting structures and fixings points.
 - ii) the proper unloading and safe-keeping of our products from the time of delivery.
 - iii) the provision of scaffolding, lifting equipment and any other (excluding hand tools) and all services required to install or operate the products.
 - iv) any work whether preparatory to installation itself not specifically included in our quotation, and
 - v) giving us access to and possession of the site at such time and in such state as may enable us to complete the installation within any agreed time-limit.
4. If you fail to provide all or any of the items referred to in sub-clause 3 above when we reasonably require them or to our reasonable satisfaction then having given you an opportunity to remedy your breach of undertaking we may in our discretion and at our sole option arrange for the provision of such item or items as we may require and such expense as may be incurred in providing such item or items shall be payable on demand. A certificate of our Auditors certifying such amounts shall be conclusive and binding on both parties.

10. EXTRA COSTS

1. You will pay to us any extra costs that we incur as a result of the variation delay or suspension of work arising from any act or omission of yours or any other contractor employed by you, or by any other circumstance for which we are not responsible.

11. PASSING OF TITLE

Unless otherwise agreed:

1. Notwithstanding delivery of our products or the passing of risk therein our products shall not become your property until we have received payment for them in full. If any event occurs which leads us to believe that our proprietary interest in the products could in any way be jeopardized or infringed or, if we believe such event is likely to occur; then we, or our agents, together with appropriate transport may enter upon your premises where our products are situated and recover and re-sell the same.
2. If you dispose of the products before we have received payment for them in full then notwithstanding delivery of the same or the passing of risk therein we shall have the right to follow the proceeds of such disposal in order to recover the price unpaid together with any interest and costs.

12. LIABILITY

1. For injury and damage
 - i) We accept liability for the death or injury to any person resulting from our negligence or that of our servants in the execution of the contract.
 - ii) We will indemnify you:-
 - a) against damage to your or other peoples' property whether directly or indirectly resulting from our negligence or that of our servants in the execution of the contract or as a result of our breach of the contract.
 - b) against liability in respect of the death or injury to any person which is not caused in the circumstances referred to in condition 12.1 (i) hereof but which results directly from our breach of the contract. Provided that our total liability under these indemnities in respect of such damage and liability shall not exceed £1,000,000
2. For Defects
 - i) We shall make good by replacement or, at our option, repair any failure (fair wear and tear excepted) in our products supplied which, under conditions of proper use and maintenance results from defects in our design, materials or workmanship and which appears not later than 12 months after the date on which we notify you that the products are ready for delivery, or if there was no such notification, the date of delivery.
3. For Delay in Delivery
 - i) The date for delivery of the products or completion of the contract quoted or otherwise agreed is, save as mentioned below, only our current best estimate of the likely date for such delivery or completion. Time is therefore not of the essence and we shall not be liable for any loss or damage of any kind whatsoever resulting from any delay in such delivery or completion. We shall only be liable for delay in delivery and/or completion if we have specifically guaranteed the date for delivery or completion in a defined sum agreed as liquidated damages, in which case payment of such damages shall be in full settlement of our liability for such delay.
 - ii) Any time for delivery and/or completion of the contract shall be extended by reasonable periods if delivery and/or completion of the contract is hindered or delayed by any reason not entirely within our control (including but not limited to industrial disputes, whether at our plant or not and shortage of materials or component parts caused otherwise than by our fault).
4. For Failure to Meet Specification or Performance
 - i) If our products or services are shown to be not in accordance with specification or to be incapable of attaining any guaranteed standard of performance due solely to reasons for which we are responsible, then we shall make good the products or services.
 - ii) If after repeated attempts we fail to make good the products or services either of us may request that we meet to agree a settlement within the following parameters:
 - a) if the failure does not materially affect the use of the products or services for the purpose intended we shall be entitled to require you to accept the products/services as they are.
 - b) if the failure does materially affect the use of the products/services but not to such an extent that it constitutes a contractual performance substantially different from that which was reasonably expected, a reasonable reduction of the price will be agreed such reduction being based on what would have been a fair price for the equipment if at the date of sale the performance or specification actually achieved had been substituted for the contractual performance or specification.
 - c) if the failure does constitute a contractual performance substantially different from that which was reasonable expected, either a reasonable reduction of the price will be agreed or you may return the products or reject the services and obtain a refund of the price actually paid.
 - iii) Your rights under this condition shall be your sole remedy for any failure to meet specification or to attain any guaranteed standard of performance.
5. Misrepresentation
 - i) Any representation other than a representation forming part of the contract in accordance with condition 2 of these conditions shall not form part of the contract or give rise to any liability on our part even if subsequently found to be incorrect.
6. General
 - i) Notwithstanding anything hereinbefore contained we shall not be liable to you in any circumstances whatsoever for any loss of profit, loss of use of the products or other consequential loss.
 - ii) Save as specifically mentioned in this condition we shall not be liable in contract, tort or otherwise for any personal injury or other loss or damage of any kind whatsoever suffered by you or any other person arising out of or in connection with any contract between us for the provision by us to you of our products or services, or for any advice, gratuitous or otherwise given by us to you. Furthermore save as aforesaid you shall indemnify us and our servants against any claims in respect of such injury, loss or damage. For the purpose of this condition we contract on our own behalf and on behalf of and as trustees for our servants.
 - iii) Except with regard to our liability referred to in condition 12.1 (i) no action or arbitration proceedings whether in contract tort or otherwise arising in connection with or as a direct or indirect result of the contract may be brought by either party more than three years after the party concerned became aware or reasonably should have become aware of the facts constituting a cause of action.
 - iv) These conditions define the whole of our liabilities and all conditions and warranties implied by statute common law or trade usage are hereby excluded.

13. SAFETY

1. The price quoted only includes for the provision of guarding or other safety equipment to the extent specifically stated in our quotation. If any further guarding or other safety equipment is required under any statutory enactment or regulation for the time being in force, then if it is agreed that we shall provide the same you will pay us our reasonable charges for so doing, or if it is not so agreed you shall undertake with us to take such specified steps in connection with the safety of the products supplied to ensure, so far as is reasonably practicable, that the products will be safe when used properly. In either case the products shall not be used until all necessary guarding or other safety equipment has been provided.

14. OWNERSHIP OF DESIGNS

1. We will be the sole owners of all inventions and designs and the copyright in all documents and drawings, made or produced by us in preparing a quotation for you or in the course of work on any contract with you.

15. LOCATION OF USE

1. The products supplied by us shall not be used in any country other than that for which we were aware they were originally ordered, without our consent in writing.

16. PATENTS

1. We will indemnify you against all claims and actions against you for infringement of any letters patent, registered design, trade mark or copyright arising from the use of our products; provided always that this indemnity shall not apply to any infringement which is due to
 - i) our having followed a design or instruction furnished or given by you, or
 - ii) the use of such product in a manner or for a purpose or in a country not specified or disclosed to us in writing prior to the contract being made, or
 - iii) any infringement which is due to the use of such product in association or combination with any other article not supplied by us.
2. and provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you, and on your permitting us at our own expense to have the sole conduct of all correspondence negotiations and litigation that may ensue. You on your part represent and warrant to us that any design or instruction furnished or given by you shall not be such as will cause us to infringe any letters patent, registered design, trade mark or copyright in the execution of your order.

17. SERVERANCE

1. If at any time any one or more of the provisions of these conditions become or are held invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

18. LAW

1. The contract shall be governed by the Law of England.