



1. Orders and Acceptance

1.1 Orders are accepted and goods sold by the Company on the following terms and conditions and to the exclusion of all other terms or conditions unless expressly accepted in writing by the Company.

1.2 If the Customer's order is inconsistent with these conditions the Company's acceptance of the Customer's order shall constitute a counter-offer and the Customer shall be deemed to have accepted these conditions unless it notifies the company to the contrary within 5 days of receiving the Company's acceptance of the order.

2. Price

2.1 All prices shall be those ruling at the time of despatch of the goods the subject of this order ("the Goods").

2.2 The Company shall use its best efforts to procure the Goods at a reasonable price but if they are not available at a price which, in the opinion of the company, is reasonable, the Company shall be entitled to rescind the contract without any liability to the Customer.

2.3 Prices quoted in all estimates, specifications, acceptances of orders or contracts are exclusive of VAT or any other sales tax or excise duties, other than import duty payable by the Company which shall be added to the price and payable by the Customer.

2.4 All prices quoted are based on the full quantities specified and the Company reserves the right to revise prices if the quantities are reduced. All price quotations are valid for 30 days from the date of the quotation.

3. Payment

3.1 Payment shall be made within 30 days of invoice. Thereafter interest at 2% per month will be added to the amount for the time being unpaid.

3.2 Payment shall be made by cheque (or Bank transfer, BACS) immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counter claim or set off.

3.3 The Goods are supplied on the express condition that where the Customer re-sells the Goods all money so received from such re-sale and all rights arising against the sub-purchaser shall be held by the Customer as bailee for the Company and be paid or assigned to the Company until all sums due to the Company in respect of the goods have been paid. This shall not constitute the Customer as being the agent of the Company.

4. Delivery

4.1 The Company shall deliver the Goods when they are available and may make deliveries by instalments. Any estimate as to time of delivery is given without obligation on the Company and delivery by any particular date is not guaranteed. If the Customer refuses to accept delivery the Company shall be entitled to invoice and deliver/store at the Customer's risk.

4.2 Delivery shall be completed when the Goods are dispatched from the Company's premises.

4.3 All charges for delivery shall be specified in the initial quotation.

5. Cancellation

5.1 If any defect of workmanship or materials is reported in writing to the Company within three months of delivery and the defective Goods are returned to the Company within 14 days thereafter then the Company will at its option repair or replace the defective Goods or credit the Customer with the invoiced price. No credit for labour or transport will be given. This guarantee does not apply to second-hand machines unless it is specifically agreed in advance.

5.2 Clause 5.1 shall only apply to faulty workmanship or material and shall not apply to defects due to wear and tear, neglect or use of the Goods for any purpose other than that for which they are designed.

5.3 Subject to clause 5.4 below, if the Customer purchases Goods as a Consumer (i.e. not for the purposes of his business) the Customer may cancel any order in writing within 14 days of the date of receipt of the order. On receipt of such notification, the Company shall arrange for collection and refund of the Goods as soon as reasonably practicable.

5.4 Consumer Customers shall be entitled to receive a full refund for any cancelled order, unless the Company reasonably determines that a deduction on the refund should be made to reflect any loss of value of the Goods caused by the Customer.

6. Title and Risk

6.1 The Goods shall remain the property of the Company until all monies owed to the Company for the Goods are paid in full.

6.2 The Customer shall take possession of the Goods as a bailee for and on behalf of the Company until the property in the Goods passes to the Customer. Until such time as property in the Goods passes to the Customer, the Customer shall not sell or modify the Goods.

6.3 Risk in the Goods shall pass to the Customer on delivery.

7. Limitation of Liability

7.1 The Company's liability arising out of the supply of the Goods shall not in any case exceed the actual selling price paid by Customers of the goods accepted back by the Company. The Company will in no circumstances be liable in contract, tort or otherwise for any consequential damage, loss or expense however caused whether to the Customer or to any other person or thing, whether arising directly or indirectly from the defect other than personal injury resulting from negligence of the Company or any individual for whom the Company is vicariously liable.

7.2 Save as mentioned in these conditions all warranties, representations and conditions whether express or implied by statute, usage, trade custom or otherwise and related to the quality or nature of the Goods or their life or wear or suitability for any particular purpose or use under specific conditions are hereby expressly excluded unless the Customer and the Company have expressly agreed to the contrary in writing signed by a director of the Company.

8. Data Protection

8.1 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Company in connection with the supply of the Goods.

9. Force Majeure

9.1 Neither party shall be in breach of these conditions nor liable for any delays or failures in performance of these conditions which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

10. Termination and Suspension

10.1 If the Customer fails to pay any amount due to the Company, in respect of this order within two months after the due date, or (before all sums due have been paid) makes any arrangement or composition with creditors, commits any act of bankruptcy, ceases trading, enters into liquidation or has a winding-up petition presented against it or calls a meeting of its creditors or suffers the appointment of a receiver the Company may:

(a) enter upon any premises where any goods are situated and retake all or any of the goods supplied; or

(b) suspend or cancel any further deliveries or orders.

10.2 If the Company retakes any Goods under clause 10.1 it may:

(a) sell the Goods and account or claim from the Customer any money due (including interest) including the costs of recovering and storing the goods; and/or

(b) store the goods at the Customer's risk and expense pending re-sale or payment of the monies due; and/or

(c) cancel the contract and account to the Customer for any monies due having taken account of any interest due and the cost to the Company of recovering and storing the goods.

11. Waiver

11.1 Any failure by the Company to exercise any rights under these conditions shall not constitute waiver or prevent the subsequent exercise of such rights.

12. Dispute Resolution

12.1 In the event of any dispute arising from these conditions or from any contracts to which they relate, the matter shall be referred to the decision of an arbitrator to be appointed by the Chairman on the requisition of either party and the decision of such arbitrator shall be final and binding on both parties.

13. Severance

13.1 If any provision or part provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted.

14. Governing Law and Jurisdiction

14.1 These conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these conditions or its subject matter or formation.