

GENERAL

All orders are accepted and all contracts are made subject to the following terms and conditions provided that any special conditions of the company in any quotation or contract shall prevail to the extent that they are inconsistent with terms and conditions identified below.

PRICES

All orders are accepted and any quotations given are at the prices then ruling. The Seller reserves the right to execute orders at prices ruling at the time of despatch. All prices are exclusive of VAT and carriage. Carriage is chargeable on all deliveries unless otherwise agreed with Deval Ltd in advance in writing.

PAYMENT

Terms of payment for approved account holders are strict 30 days from end of month of invoiced date unless written approval has been agreed otherwise. Non approved account holders are required to settle by proforma invoice prior to goods being released.

DELIVERY

All despatch dates quoted are estimated, are not guaranteed and do not form a term of this contract. Whilst every endeavour is made to comply with these dates, the Seller shall have no liability whatsoever for any delay in despatch or delivery or for any loss occasioned thereby.

DAMAGE OR LOSS IN TRANSIT

Any damage to goods should be notified by the Buyer to the Seller within two days of receipt and the goods held for inspection to enable a claim to be made on the Carrier. If the Buyer does not receive the goods within six days of the invoice date, the Seller should be notified immediately.

OWNERSHIP

Until the Buyer makes payment in full for the goods he shall at all times keep them in his possession and control and shall not remove them from the United Kingdom without the Seller's consent and will not otherwise dispose with the agreed deal with the goods. Legal and equitable ownership of the goods remain with the Seller, notwithstanding delivery thereof to the Buyer, until cleared funds of payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is due. Until such time the Buyer shall have possession of the goods as the Seller's Bailee. The Seller will permit the Buyer to sell the goods on in the ordinary course of business (either separately or as part of constructed products), but in that event the proceeds of sale thereof will be held by the Buyer as the Seller's Trustee to the extent of the Buyer's indebtedness. Pending any such sale the Buyer will be obliged to keep the goods separate from his own goods until the property therein passes to the Buyer.

WARRANTIES

The Seller will make every effort to obtain free replacements for defective goods from the Seller's Principal Suppliers and/or repair items found defective on receipt. Under no circumstances will the Seller be liable, in contract or otherwise, for any loss, damage, expense, injury of any kind whatsoever, consequential or otherwise, arising out of, or in connection with, the installation, use or failure of the goods sold or any defect in such articles.

The Buyer warrants that any design or instruction furnished or given by him shall not be such as will cause the Seller to infringe any letters patent, registered design or trade mark in the execution of the Buyer's order.

RETURN OF GOODS

Where goods are alleged not to be in conformance with the Buyer's written specification, full details and evidence must be given, and credit or replacements will not be issued until defects have been agreed by the Seller. The Buyer will only accept defective arisings provided they are returned to the same standard as manufactured or intrinsically unchanged. Any goods which may be returned inappropriately shall be subject to handling and administration charges at a rate applicable at the time of contract.

PASSING OF RISK

Subsequent to the delivery of the goods to the Buyer the risk of any loss or damage of the goods from whatever cause arising shall be borne by the Buyer.

CANCELLATION AND RETURNS

In the event of a cancellation of an order the Seller reserves the right without prejudice to charge up to 100% for stock held by us pending shipment, up to 100% for items where orders cannot be cancelled from the Seller's supplier and up to 50% for the remaining balance. In particular (but without limitation) in the event of cancellation by the Buyer of part only of an order, the Seller shall be entitled to recalculate the price for the uncanceled part of the order as if it constituted the whole order, and to re-invoice the Buyer accordingly.

FORCE MAJEURE

The Seller shall be relieved of all liability for obligations incurred to the Buyer whenever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issue by any government department, council or other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond the Seller's control.

VALIDITY

In the event that any of these conditions shall be held to be invalid, unlawful or unenforceable to any extent then such part of these conditions shall be severed from the remaining conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

LAW

These conditions and the contract and all matters pertaining thereto shall be governed by English Law and the English courts shall have jurisdiction in relation thereto.