

1. **EFFECT.** The following conditions and stipulations shall prevail over any put forward by the Buyer.
2. **PRICES.** While we endeavour to maintain prices quoted, we reserve the right to increase them according to any increases in cost of labour or materials taking effect between receipt of order and delivery.
3. **DELIVERY.** Unless otherwise agreed in writing at the time of order, the goods will be despatched to the address specified by the Buyer, by our choice of transport, this constituting delivery for the purposes of the invoice. Carriage will be payable unless otherwise stated by us.
4. **DELIVERY DATE.** Any time or date named by us for delivery is given and intended as an estimate only and we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. We are not to be under any liability whatever in respect of any failure to deliver due to any cause of whatever nature not within our control.
5. **DAMAGE IN TRANSIT.** We will replace free of charge any goods proved to our satisfaction to have been damaged in transit, provided that, within such time as will enable us to comply with the Carrier's conditions of carriage relating to damage in transit, or where delivery is made by our transport, within such time as enables us to comply with any conditions or requirements of our insurance policy covering such damage, and in any case within ten days, notification of the damage has been given to us in writing.
6. **LIMITATION OF LIABILITY.** We shall not be responsible for damage injury or loss of any kind whatsoever or wheresoever to any property or persons howsoever caused arising from the supply or use of or generally in connection with the goods.
7. **PAYMENT.** Unless otherwise stated by us, payment for every delivery will become due within thirty days of the date of invoice. Unless otherwise stated by us no cash or other discount will be allowed. The price is exclusive of VAT or any other taxes levies or duties. Unless otherwise agreed in writing by us payment shall be in the currency of the invoice.
8. **STORAGE.** Unless otherwise stated by us, the contract price of any goods which the Buyer requests us to hold for a period longer than seven days after the date on which they would otherwise have been despatched will nevertheless become due within thirty days of the original delivery date, and we reserve the right to make a storage charge at our discretion pending receipt of your instructions to despatch such goods.
9. **CANCELLATION OR AMENDMENT.** After any work is acknowledged, cancellation by the Buyer may not be made unless agreed in writing by us and on terms acceptable to us. We reserve the right to cancel or amend in the event of a) our payment terms not having been complied with, or b) our being unable to supply due to causes beyond our control, or c) an error being found in our quotation or acknowledgement.
10. **BANKRUPTCY.** If the Buyer shall make any default or commit any breach of his obligations to us or if any distress or execution be levied upon the Buyer his property or assets or if he shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for amalgamation or reconstruction or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed we shall have the right forthwith to determine any order then subsisting and upon written notice of such termination being posted to the Buyers last known address any subsisting order shall be deemed to have been determined without prejudice to any claim or right we might otherwise make or exercise.
11. **INFRINGEMENT OF PATENTS.** The Buyer shall indemnify us against all damages costs and expenses to which we may become liable as a result of work done in accordance with the Buyer's specification which involves infringement or alleged infringement of a patent or registered design.
12. **WARRANTY.** Our products are warranted against faulty material or workmanship for thirty six months from the date of despatch under the express conditions that: a) they have not been misused, and b) they have not been structurally modified, and c) they are returned to us carriage paid or at our choice are made available at the Buyer's premises, and d) our payment terms have been complied with. In the case of accessories, peripherals or components not of our manufacture, our liability is in no circumstances to extend beyond any corresponding liability to us of our supplier. This warranty covers replacement of the affected part only and no other liability.
13. **SUBCONTRACT.** We reserve the right to sub contract the fulfilment of any order or part thereof.
14. **TECHNICAL INFORMATION.** All technical information supplied by us is subject to alteration or correction without notice. Goods will be despatched to a specification ruling at the time of despatch.
15. **COPYRIGHT.** The copyright in all our documents including drawings and computer programs furnished to the Buyer for the purposes of a contract shall at all times remain vested in us and neither they nor their contents should be used without our express written consent for any purpose other than that for which they were furnished.
16. **ARBITRATION.** All disputes differences or questions at any time arising between the parties as to the construction of any contract or as to any matter or thing arising out of any contract or anyway connected with it shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or failing such agreement shall be appointed at the request of either party by the President for the time being of the Law Society. The Arbitration shall be in accordance with the Arbitration Act 1950 and any statutory modification or re-enactment thereof for the time being in force.
17. **LEX LOCI.** The conditions are subject to English law.
18. **INTEREST CHARGES.** An interest charge of 3% per month or part thereof will be levied on all accounts outstanding after the period of thirty days referred to in 7. above.
19. **TRANSFER OF OWNERSHIP.** a) The property in and ownership of goods sold shall not pass to the Buyer until such time as all monies that the Buyer owes to us on whatever account have been paid in full. b) If the Buyer incorporates the goods with other goods, the property in and ownership of the resulting goods shall be deemed to vest in us as security for all monies referred to in sub-clause (a) above and the Buyer shall hold such resulting goods for us and on our behalf until such time as the Buyer makes full payment of all monies due to us. c) If the Buyer re-sells to any third party the goods which are the subject of any contract of sale between the Buyer and ourselves or sells to any third party such goods as are referred to in sub-clause (b) above the proceeds of such sale or re-sale shall be and shall be deemed to be separately held by the Buyer for us and on our behalf and the Buyer shall pay all such monies as are owing to us in accordance with sub-clause (a) above out of the proceeds of such a sale or re-sale.