



TERMS AND CONDITIONS OF SALE

- 1 Every effort is made to ensure sound material and good workmanship but we give no warranty, express or implied, of material, workmanship, or fitness of goods for any particular purpose, whether such purpose be known to us or not.
- 2 In the event of any material proving defective when we supply castings only, we are prepared to replace such material, provided it has been accepted and paid for) free of charge, at the place of delivery and in the condition originally specified if required in writing to do so, within a period of three calendar months from the actual date of delivery.
- 3 Our liability in respect of or consequent upon any defect whether in original or replacement material or workmanship is limited to replacement only, and does not extend to any other expenditure incurred or to any consequential damages or to any loss of profit, nor any other loss or damage whatsoever, consequential or otherwise suffered or incurred by the buyer and reasonable extension of time is to be allowed to enable us to replace. The Company's liability is further limited to defects reported to the company in writing within three months from the actual date of delivery.
- 4 In respect of materials either purchased by us or supplied by us or supplied by our customer free of charge, we reserve the right to amend our price if extra work is involved through any variation in the quality or specification of such material.
- 5 Where the contract price is to be agreed at a later date, then unless otherwise stated, if agreement cannot be reached within twenty one days of delivery, the price shall be the total of our costs plus fifteen per cent.
- 6 We accept no responsibility for the accuracy of the patterns, drawings, particulars or specifications supplied by the buyer. Pattern equipment loaned by the buyer is understood to have been inspected before leaving the Buyer's Works and in consequence, is dimensionally accurate and suitable for production purposes. If requested in writing, we will be please to inspect the Buyer's patterns prior to casting for a charge to be agreed.
- 7 The buyer is to indemnify us against any claims whatsoever for damages and costs and against all liability in respect of any infringement of legal rights resulting from compliance with the Buyer's instructions expressed or implied.
- 8 Delay in delivery of whole or part shall be allowed if caused by lock-outs, strikes, fire, tempest, and/or accidents to machinery, war or other unexpected or exceptional cause. The promise of delivery is given in good faith but the company can accept no liability in the event of the anticipated date being exceeded. No guarantee or warranty as to rate of delivery or time of delivery is given or may be implied although every endeavour will be made to give delivery within any time which may be stated in this contract.
- 9 When the price(s) of goods or material is (are) fixed or controlled by Statute, ministerial order or other governmental or administrative action and the price(s) is (are) altered or varied after the date of acceptance of order by us the price(s) ruling at date of actual despatch shall be substituted for the price(s) stated.
- 10 Unless otherwise agreed in writing, payment of all monies due under the contract shall be made within thirty days following delivery.
- 11 The prices quoted are Ex Works, unless otherwise stated, and we reserve the right to charge for carriage when appropriate.
- 12 An additional charge will be made for packing materials where appropriate and unless otherwise stated.
- 13 No statement, description, or condition, contained in any catalogue or advertisement issued by us or in any communication from us, or made verbally or in writing by any of our agents or employees and no recommendation so contained or made of any particular material or workmanship for any particular purpose shall give or imply or be construed as giving or implying any warranty or in any way enlarging, varying or overriding these conditions.

- 14 An order placed by the buyer must be in writing and shall, constitute an offer to purchase which shall not be binding on us until confirmed by our written acknowledgement. The contract shall then be construed as an English contract and conform with English Law and be subject to these Conditions of Sale unless otherwise agreed in writing.
- 15 We reserve the right to correct clerical errors.
- 16 In the event of an order being cancelled by the Buyer, the Buyer shall reimburse all losses arising there from on receipt of our claim.
- 17 Unless otherwise agreed in writing, we do not accept any liability whatsoever for property held at our premises not belonging to us, and insurance of this property shall be the Buyer's responsibility.
- 18 In the case of non-receipt of goods, we must be notified in writing within a period of 3 days from the date of delivery. Otherwise no liability shall be accepted by us.
- 19 We endeavour to supply the exact quantity ordered but as this is not always possible, we reserve the right to deviate from the quantity ordered where reasonably necessary and this shall not constitute a breach of contract.
- 20 Testing and inspection, if specified by buyers or their agents, is to be at the Company's works and to be final. All fees incurred in connection with testing and inspection will be charged to the buyer unless otherwise agreed in writing.
- 21 Ownership of goods supplied shall not be transferred to the Buyer until payment has been made in full and all proceeds from sale of the goods shall be held by the buyer in trust for the company.
- 22 Subsequent variations to contract shall be valid only if both requested by the Buyer and acknowledged by the company in writing.
- 23 Selling prices quoted are fixed for 30 days from the date of quotation and thereafter we reserve the right to amend them where appropriate.
- 24 When we design special equipment and machines to the Buyer's specifications the Buyer shall be responsible for compliance with all health and safety requirements and shall indemnify us against all claims arising from the use or failure of such equipment and machines.
- 25 In the case of design only contracts if there is a dispute regarding the design supplied by us the extent of our liability is limited to the contract price of such designs.
- 26 In the event that we are not successful in obtaining an order and technical information, ideas, suggestions, drawings or design of a proprietary nature have been submitted and used or acted upon by the Buyer, we reserve the right to recover from the buyer all our costs incurred in tendering for the contract, together with royalties and other legal entitlements.