

CONDITIONS OF SALE

1. **Definitions** In these conditions:-
"the Seller" means T.J.W Precision Engineering Ltd
"goods" means any item which is to be sold by the Seller
"the Buyer" means any person, company or organisation which buys or has agreed to buy any goods.
2. **Acceptance of Order**
 - 2.1 These conditions shall form part of every contract of sale of goods entered into by the Seller and no alternation shall be effective unless in writing, signed by an authorised officer of the seller and referring to these conditions.
 - 2.2 No representations or undertakings made or given on the Seller's behalf prior to contract shall be binding on the Seller, unless incorporated expressly in writing in the contract.
 - 2.3 The Seller shall have no obligation to accept the return of goods which shall be surplus to the Buyer's requirements or ordered in error. Any decision by the Seller to accept the return of goods for credit shall not affect the Buyer's obligation to pay the price thereof on the due date for payment and such credit shall not exceed 90% of the price of the goods and shall be conditional upon the goods and packaging before returned without any damage or marking within 30 days of the Seller's invoice.
3. **Prices**
 - 3.1 Prices quoted by the Seller are based upon its prices ruling at the date of quotation and the Seller reserves the right to adjust its prices at the time of acceptance of order to reflect any increase in the cost of supplying the goods or the publication of a new price list occurring after quotation.
 - 3.2 Unless otherwise stated in writing, prices quoted by the Seller are exclusive of the cost of packaging and delivery and VAT.
 - 3.3 The minimum order value per line item (excluding packaging, delivery and VAT), shall be £40.00.
 - 3.4 The Buyer shall not be entitled to make any deduction from the price by way of set-off or counterclaim.
4. **Payment**
 - 4.1 In the absence of agreed credit terms, payment shall be made in full in advance of delivery.
 - 4.2 The Seller's credit terms are payment within 30 days of the end of the month of invoice.
 - 4.3 Payment made by means of a cheque, bill or documentary credit shall be deemed to be effected when honoured and all costs of discounting and encashing shall be borne by the Buyer.
 - 4.4 Time for payment shall be of the essence of the contract.
 - 4.5 In the event of delay in payment the Seller shall be entitled to charge interest at 4% per annum above the Bank of England base rate, without prejudice to its other rights.
 - 4.6 During any such period of default and at any time when the Seller shall have reasonable grounds for doubting that any payment by the Buyer will be made on the due date, the Seller shall be entitled to suspend work and withhold deliveries, without prejudice to its right to payment for goods delivered and work done and expenses incurred in connection with undelivered goods which shall become immediately due and payable.
 - 4.7 If such default or other circumstances shall continue for a period of 14 days, the Seller shall be entitled to terminate the contract by written notice to the Buyer, without prejudice to its other rights.
 - 4.8 The granting by the Seller to the Buyer of time or other indulgence shall not prejudice or constitute a waiver of the Seller's rights under paragraphs 6.6 and 6.7.
5. **Delivery Times**
 - 5.1 The time for delivery shall be calculated from the date of acceptance of order by the Seller or from the date of its receipt of all information required to fulfil the order, if later.
 - 5.2 The time for delivery shall not be of the essence of the contract.
 - 5.3 The Seller shall be entitled to make partial deliveries and these conditions shall apply to each delivery.
 - 5.4 The Seller shall endeavour to meet the Buyer's delivery requirements but shall not be liable for any loss or damage caused by delay in delivery and the Buyer shall not be entitled to cancel the contract because of such delay.
6. **Delivery**
 - 6.1 Unless otherwise agreed, delivery shall be effected at the premises of the buyer or other place specified in the contract for delivery and the method of carriage and choice of carrier shall be determined by the Seller.
 - 6.2 The Buyer shall be responsible for paying the Seller's carriage charges unless it shall make its own arrangements with the agreement of the Seller prior to the Seller arranging carriage. If the goods shall be collected by the Buyer or by a carrier pursuant to arrangements made by the Buyer, delivery shall be deemed to take place on collection.
 - 6.3 Upon the Seller notifying the Buyer that the goods are ready for delivery, the Buyer shall agree to accept delivery. The Buyer shall be responsible for ensuring good access to the delivery site and providing such crantage and other assistance for unloading as may be specified in the contract. If the Buyer should fail to give proper delivery instructions or to accept delivery when tendered or to provide such access or assistance, it shall be liable for all additional costs incurred by the Seller.
7. **Title and Risk**
 - 7.1 Title to the goods shall remain in the Seller until payment in full is made by the Buyer.
 - 7.2 The provisions of paragraph 10.1 shall not prevent the Buyer from fixing the goods to any other product or selling the goods in the normal course of business but in the event of sale to the extent of the Buyer's indebtedness to the Seller in respect of the goods, the Buyer shall hold the proceeds of sale or the right to receive the same on trust for the Seller and shall, at its request, either (i) place the proceeds of sale in a separate account of the Buyer in such a way as to be identifiable as in the beneficial ownership of the Seller, or (ii) assign the right to receive the proceeds of sale to the Seller.
 - 7.3 If the Buyer shall default in payment for any goods and at any time when the Seller shall have reasonable grounds for doubting that payment for the goods will be made on due date, the Seller, without prejudice to its other rights, may enter upon any land or premises where the goods may be, to detach them if fixed and to recover possession of them.

8. **Damage in Transit**

8.1 The Seller shall have no liability in respect of goods lost or damaged in transit unless the Buyer or its agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to the Seller and the carrier within 7 days of delivery or such shorter period as may be required by the carrier's conditions of carriage or, in the case of the whole consignment failing to arrive, gives notice thereof in writing to the Seller within 7 days of receipt of the Seller's invoice or despatch note or the estimated date of delivery, if later.

8.2 The Seller's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.

9. **Indemnity**

Subject to any statutory provision to the contrary, the Seller shall have no liability for any loss or damage suffered by any third party caused directly or indirectly by the goods, whether as the result of their operation or use or otherwise and whether as the result of any defect therein or otherwise and the Buyer shall indemnify the Seller from any claim arising from any such loss or damage.

10. **Rejects & Complaints**

Rejects & complaints shall be notified to the seller, in writing within one calendar month of the buyer receiving the goods. The seller will not accept any liability for rejects if it is not notified within this period of time.

11. **Force Majeure**

The Seller shall not be liable for any loss or damage sustained by the Buyer by reason of any act of God, war, riot, fire, strike, lock-out, governmental control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Seller's control and in such event, insofar as the contract shall not have been performed, the Seller may either terminate the contract and return any advance payment received or delay delivery for such period as may be necessary.

12. **Confidentiality**

12.1 All drawings and other documents supplied by one party to the other shall remain the copyright and property of the party supplying the same and may not be copied or reproduced without its consent and such documents shall be returned in the event of the contract not being made or completed.

12.2 Any trade secret or confidential information supplied by either party to the other shall be kept confidential and shall not be disclosed to any third party without the consent of the party supplying the same.

13. **Notices**

Any notice to be given by either party to the other shall be properly given if sent by fax, e-mail or post to the party to be served at its head office or last known address and shall be deemed to have been served, in the case of postal delivery, when the normal course of post it would have been delivered.

14. **Export**

The Buyer should inform the seller of any goods purchased with the intention of export as the terms and conditions herein are primarily for the home market. It is the responsibility of the buyer to ensure that all such exports comply with the regulations imposed by the UK Export of Goods (Control) Order as administered by the Department of Trade & Industry.

15. **Law**

The contract shall be governed by English law and the English courts shall have jurisdiction to determine any dispute between the parties in relation thereto.