1. CONDITIONS APPLICABLE

Unless otherwise agreed in writing every order for Goods placed with the Seller shall be subject to these conditions which shall supersede and annul any other terms or conditions contained in any correspondence or order which the Buyer shall send to the Seller with his order. The acceptance by the Seller of any order for the Goods shall be deemed to imply incorporation of all the terms of these Conditions which the Buyer agrees to accept. The Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

2. OFFER AND ACCEPTANCE

2.1. The Seller’s quotation is an invitation to treat only and neither the Seller’s quotation nor the Seller’s acceptance of any order shall constitute an offer or acceptance of any order unless and until the Seller’s quotation or acceptance, as the case may be, shall be transmitted to the Buyer in writing. A contract for the supply of Goods shall only come into existence if and when the Seller’s quotation shall be accepted by the Buyer in writing and such acceptance shall be subject to all the conditions hereof.

3. VARIATION

3.1. The Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

4. INSTRUMENTS

4.1. Where delivery of the Goods is to be made by instalment each delivery shall be treated as a separate contract and the Seller’s liability under these Conditions shall be governed by the provisions hereof so far as applicable.

5. DELIVERY

5.1. Unless otherwise agreed in writing delivery shall be made within a reasonable time in the ordinary course of business after the Buyer has paid the Seller the price of the Goods at the time due. If the Buyer shall fail to make or suspend any payment on the due date the Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

6. PRICE AND PAYMENT

6.1. The price of the Goods shall be the current price on the date of invoicing of the Goods. In the event of any breakdown or any increase in the cost of materials, labour, plant, overheads or any increase in tax or duties or any variation in the international currency exchange rate the Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer. Where the amount paid by the Buyer is less than the amount due to the Seller under the contract to which it is relevant the Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

7. PAYMENT

7.1. The Buyer shall pay to the Seller within seven days of receipt of the invoice for the Goods. The invoice shall show the date of delivery of the Goods and the price payable therein shall be the current price on the date of invoicing of the Goods. If the Buyer shall fail to make or suspend any payment on the due date or becomes bankrupt or enters into liquidation or makes an arrangement with his creditors or any similar event occurs the Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

8. ACCEPTANCE OF THE GOODS

8.1. The Buyer shall accept the Goods immediately upon delivery and within fifteen days of such delivery give written notification to the Seller of any defect or incorrect delivery. The Buyer will be deemed to have accepted the Goods if the Buyer fails to give written notice of such defects or incorrect delivery to the Seller within the time above mentioned. The Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

9. DESCRIPTION OF GOODS

9.1. The Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

10. FAILURE TO TAKE DELIVERY

10.1. The Buyer shall be responsible for any costs or expenses incurred by the Seller as a result of the Buyer’s failure to take delivery of the Goods. If the Buyer shall fail to take delivery of the Goods the Seller reserve the right to make slight variations to these Conditions on notice in writing to the Buyer.

11. RISK AND DAMAGE

11.1. Risk of loss or damage to the Goods shall pass to the Buyer at the time of delivery.

12. DESCRIPTION OF GOODS

12.1. The description of the Goods shall not be deemed to be a representation that the Goods supplied shall be identical to the description. The description of the Goods is given merely to represent the Goods and services described and do not form part of the contract. The Buyer also warrants that, if the Goods are to be supplied to any third party, the Buyer hereby grants the Seller his agents and employees licence to enter upon the premises of the Buyer to ensure that the Goods are of the description and quality stated in the contract and the Goods as would be in the opinion of the court or arbitrator shall be given effect accordingly.

13. SELLER'S UNDERTAKINGS

13.1. The Seller guarantees that the Goods will be free from defects in material and workmanship for a period of twelve months from the date of delivery or such shorter period as may be specified in writing by the Seller. The Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

14. INTELLECTUAL PROPERTY

14.1. The Buyer hereby assigns or agrees to assign to the Seller any design right in the Goods or the designs for those Goods as would be in the opinion of the court or arbitrator shall be given effect accordingly.

15. INSURANCE

15.1. The Seller will only assume the risk of loss or damage of the Goods in transit if the Buyer shall instruct the Seller to do so and the Buyer shall pay for such insurance.

16. ACCEPTANCE OF THE GOODS

16.1. The Goods shall be deemed to be accepted by the Buyer if the Buyer shall not notify the Seller of any defect or incorrect delivery within a reasonable time after the delivery of the Goods. The Seller reserves the right to make slight variations to these Conditions on notice in writing to the Buyer.

17. WAIVER

17.1. No waiver by the Seller of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any provision.

18. LAW

18.1. The contract for the sale of the Goods shall be governed by and construed in accordance with the Law of England and the parties agree to submit to the jurisdiction of the Courts of England. Any suit or action arising hereunder shall be commenced only in the Courts of England.