

TERMS & CONDITIONS OF SALE

1. GENERAL

(a) The acceptance of our tender, quotation or list price includes the acceptance of the following terms and conditions, clerical errors and omissions being subject to correction.
(b) Any order placed with us is subject to our written acceptance of it and will not be affected by verbal agreements, understandings or representations.
2. PRICE

The accepted price will be based on the cost to us of materials, labour, transport and of conforming to statutory obligations at the date of such acceptance.
No cash or trade discounts will be allowed unless expressly agreed.
3. DRAWINGS ETC

All descriptions, illustrations, particulars of weights and dimensions contained in our catalogues, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract unless specifically agreed in writing.
4. PERFORMANCE

Any performance figures given by us are based upon our experience or manufacturers' data and are such as we expect to obtain under our normal test conditions. We can, however, accept liability for such figures only when the actual working conditions are in accordance with and are no more severe than our normal test conditions.
5. DELIVERY PERIOD

Although every effort will be made to deliver on the quoted date, any failure to do so shall not amount to a breach of contract. Any lack of information or alterations to specification after the date of the contract may cause delay in delivery.
6. DELIVERY

Delivery will take place by any method of transport at our option. Goods completed in accordance with the contract, which are not accepted within fifteen days after our written notification that they are ready for despatch, can at our option incur a storage rental charge.
The cost to us of any delay at the time of delivery in obtaining clear access for the purpose of placing the goods in their final position can at our option be charged as an extra.
If through no fault of ours, goods are not accepted when delivered in accordance with your instruction, the cost involved from making other arrangements can at our option be charged for as an extra.
7. PACKING

Unless otherwise specified in the contract, all packing cases and crates remain our property and must be returned at your expense and in good condition, within one month from date of receipt, otherwise they will be charged for.
8. DAMAGE IN TRANSIT

No claim for any damage to goods in transit will be considered by us unless written notification of such damage is received by us within seven days of delivery.
9. ERECTION

Unless otherwise agreed any labour required for the unloading and handling of the goods shall be provided by you at your direction. After delivery on site, facilities for storage of plant and the materials necessary for carrying out the work shall be provided by you at your direction, including the free use of adequate lighting, water and electricity.
10. EXTRA COST

Should we incur extra cost due to your instructions or lack of instructions involving us in delays, overtime, interruptions, unusual hours, mistakes or work for which we are not responsible, such extra cost as well as the cost incurred of keeping any of our men on the site after the completion of the contract shall be added to the contract price.
11. TIME OF ACCEPTANCE

The goods shall be deemed to have been accepted by you on the date when :-
(1) Installation on site is completed
(2) In the case of pre-assembled goods when delivery has been made to an address in accordance with delivery instructions.
(3) In the case of goods uplifted from our premises the date - when they are collected.
Unless we received 15 days of such date written notification with sufficient and valid reasons that the goods do not comply with the contract.
For the purpose of this clause, no account shall be taken of additions, minor omissions or defects which do not materially affect the commercial use of the goods.
12. TERMS OF PAYMENT

Approved Credit Accounts : Strictly Net Monthly
Unless otherwise agreed, payment in respect of all goods shall be due at the date of acceptance (see clause 11).
In the case of pre-assembled goods, should delivery be deferred beyond the contract date at your request, then payment shall be due at the end of 15 days after written notification has been sent by us that the goods are ready for despatch.
In the case of work on premises other than our own, if the value of the order exceeds £750, then 90 per cent of the value of materials delivered and work executed in connection with the contract shall be paid for at the end of each month until the contract is completed.
All goods and materials to remain our property until payment is made in full for all current and previously rendered invoices.
In respect of all accounts, we reserve the right to demand 50 per cent of the total payment at the time the order is placed, the balance to follow on pro-forma account at the date of acceptance of the goods.
13. GENERAL LIABILITY & MAINTENANCE GUARANTEE

In the case of goods not of our manufacture you are entitled only to such benefits as we may receive under any guarantee given to us in respect thereof.

In lieu of any warranty, condition or liability implied by law, our liability in respect of any defect in or failure of the goods supplied or for any loss, injury or damage attributable thereto, is limited to making good by replacement at our own cost or to repairing defects which, under proper use, appear therein and which arise solely from faulty design, materials or workmanship always provided due notice is given to us in writing within a period of twelve calendar months after such goods have been accepted or been deemed to have been accepted under the provisions of clause 11.
14. OTHER LIABILITIES

We shall not be responsible for :-
(1) Damage to or defects in work or materials through causes beyond our control.
(2) Consequential or indirect loss or damage.
15. FORCE MAJEURE

Contracts and deliveries may be suspended in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, accident, riot, theft, crime, civil disturbance, war, force majeure, or other occurrence, preventing or retarding the execution of any contract and no responsibility shall attach for any default, delay, loss or damage due to any of the above causes or to any other cause beyond our control.
16. INTEREST

In the event of non-payment of accounts rendered or invoices submitted on the due date which shall be deemed to be thirty days from the date of the invoice, we shall be entitled to charge interest on such sums as may from time to time be overdue at the rate of two per cent per annum above the Clydesdale Bank Base Lending Rate.
17. COMPLIANCE

The purchaser will be deemed to have read and understood the foregoing provisions and accepts that they are fair and reasonable for inclusion in a contract of this nature.
18. LEGAL CONSTRUCTION

The contract shall in all respects be construed and operate as a Scottish Contract and in conformity with Scottish Law.