1. GENERAL
All Goods and Services are supplied in accordance with these terms and conditions and no variation or modification of or substitution for these terms and conditions (even though included or referred to in the document from which the Customer placed the order) shall be binding on the Company unless specifically accepted by the Company in writing.

2. QUOTATION, TENDERS & PRICE LIST
(a) The Company reserves the right to withdraw or cancel any quotation or tender that it may have provided to the Customer without notice at any time prior to acceptance or prior to the due date for the delivery of any Goods or services unless and otherwise agreed in writing.

(b) The Company reserves the right to withdraw or cancel any Price List at any time prior to acceptance of an order by the Customer and Price Lists shall be deemed to be withdrawn at the expiry of any Valid To Date noted therein and thereafter any orders from the Customer are subject to confirmation at the time of acceptance.

3. PRICE VARIATION
(a) Unless otherwise agreed by the Company, the Company reserves the right to vary the quoted price for the Goods to take account of increased in or reduction in cost of materials, labour, taxes, duties or of exchange rates, with effect from the date of such variation.

(b) Unless otherwise agreed in writing, the price quoted will be the price prevailing at the date of the Company's offer to supply Goods in accordance with these Terms and Conditions and will be binding upon both parties from that date.

(c) All quotations, tenders or Price Lists provided by the Company to a Customer constitute an offer by the Company to supply the Goods specified therein in accordance with these Terms and Conditions of Sale, as amended from time to time, and as otherwise amended in writing by the Company. The acceptance by a Customer of any quotation or tender or the issuing of an order by the Customer for the supply of the Goods set out in such a quotation or tender or Price List constitutes an acceptance by the Company of the Customer's order for the Goods in accordance with these Terms and Conditions of Sale.

4. DELIVERY
(a) Delivery or performance by the Company is subject to suitable delivery arrangements being made by and at the risk and expense of the Customer.

(b) All Goods are sold ex-works, unless otherwise agreed, and the Customer is responsible for the safety of such Goods from the moment of loading onto the delivery vehicle until the point of delivery.

5. ACCEPTANCE
(a) All goods and services supplied by the Company constitute an offer by the Company to supply the Goods specified therein in accordance with these terms and conditions of sale, as amended from time to time, or as otherwise amended in writing by the Company. The acceptance by a Customer of any quotation or tender or the issuing of an order by the Customer for the supply of the Goods set out in such a quotation or tender or Price List constitutes an acceptance by the Company of the Customer's order for the Goods in accordance with these Terms and Conditions of Sale.

6. INDEMNITY
The Company shall not be liable for, and the Customer shall indemnify the Company against all actions, claims, liabilities, loss, costs, or expenses arising directly or indirectly from the use of the Goods supplied by the Company or in accordance with the Company's operating instructions.

7. SPECIFICATIONS, DRAWINGS, ETC.
(a) All specifications, drawings, particulars of performance, specifications and statements advertised or submitted to the Customer by the Company are approximate and are not intended to form part of the contract between the Contracting Parties.

(b) Specifications, Drawings, Particulars of performance, Statements, and all other written information, equipment, or information, in whatever form or medium, contained in or accompanying the Goods shall be the property of the Company and the Customer shall hold the same in confidence and shall not disclose the same to any third party and shall not make or use the same for any purpose other than executing the Contract in which the Goods are sold.

8. DELIVERY
(a) Any stipulation for the time of delivery of the Goods quoted shall be at the discretion of the Company and no liability shall attach to the Company in respect of delay in delivery due to circumstances beyond its control.

(b) All Goods are supplied ex-works, unless otherwise agreed, and the Customer is responsible for the safety of such Goods from the moment of loading onto the delivery vehicle until the point of delivery. Any Goods remaining in the possession of the Company on the date on which risk passes to the Customer shall be deemed to be delivered to the Customer as soon as the Goods are available for delivery.

(c) For Goods sold in Quantity to be used in the reasonable endeavours to ensure that it supplies the quantity of goods ordered by the Customer and the Customer agrees to accept and use the goods supplied in accordance with the Company's instructions.

9. PAYMENT AND TITLE
(a) The Customer undertakes to make payment for any delivery against a Customer's order is included in the contract price.

(b) A copy of the end declaration and airway/seaway bill shall be provided to the company as proof of UK export order delivery at place.

10. INSTALLMENT ORDERS
Where Goods are delivered to the Customer in instalments each delivery will be invoiced to the Customer as a separate transaction and the Customer shall make payment accordingly.

11. DELIVERY OR RETURN
(a) The Company reserves the right to withdraw or cancel an order or to refuse to deliver any order in full or in part on not less than 7 days notice.

(b) If the Customer does not have an approved credit account with the Company or if the Company reserves the right not to proceed with such order until the related payment has been made.

(c) If the Customer does not have an approved credit account at the date of the contract the Company reserves the right to make payment for any delivery or delivery against a Customer's order in instalments.

(d) In the case of orders involving considerable expenditure on manufacture or otherwise before delivery is made the Company shall be entitled to charge an advance payment in respect of all such Goods which may be charged on all accounts for work undertaken as set out in paragraph (d) of this clause if, in amended by paragraph (g) and (f), unless specific arrangements to the contrary have been agreed in writing by the Company.

12. TRAVEL COMPANIES
A company may only be used to effect outward and return journeys by the Company to deliver any service or goods to the Customer unless the Customer agrees to pay for an outward journey or to refuse to accept delivery of any other items shall not be liable to the Customer about the Company's other services in any way affected.

13. GENERAL LIABILITIES
The Company hereby warrants that all Goods supplied are Free From Defects in material and workmanship but the Company's liability under this warranty is limited to making good without charge by repair or replacement any defective or unsatisfactory part or parts of any Goods supplied by the Company which the Company reasonably believes or it may have provided to the Customer without notice at any time prior to acceptance of an order by the Customer and Price Lists shall be deemed to be withdrawn at the expiry of any Valid To Date noted therein and thereafter any orders from the Customer are subject to confirmation at the time of acceptance.

14. CANCELLATION
The Company reserves the right to withdraw or cancel any order or to refuse to deliver any order in full or in part on not less than 7 days notice.

15. DELIVERY OR RETURN
(a) The Company reserves the right to withdraw or cancel an order or to refuse to deliver any order in full or in part on not less than 7 days notice.

(b) Unless otherwise expressly agreed in writing by the Company, any alteration or cancellation in the cost of any Goods supplied by the Company for which the Company has charged shall be charged to the Customer who shall pay the Company the sum of the alteration or cancellation in the cost of such Goods within a reasonable time and such alteration or cancellation shall be paid for in addition to the original contract price.

(c) In the event of loss or destruction of the Goods, the Company shall be entitled to be paid for the full value of the Goods together with all costs, charges, and expenses which the Customer has incurred in connection with the replacement of the Goods lost or destroyed.

16. PROPERTY IN THE GOODS
The Customer will have paid in full before the Goods are delivered and the Company will have discharged its obligations to the Customer.

17. LIABILITY
The Company shall have no liability whatsoever beyond the reasonable control of the Company and in no event shall the Company be liable to the Customer for any indirect or consequential loss or damage, or for any loss or damage howsoever arising in consequence of the Company's negligence or otherwise.

18. INSURANCE
(a) The Company shall not be liable for the maintenance and the safety of such installations.

(b) Alterations and improvements are continually being made to the various products that the Company sells, and the Company reserves the right to make any reasonable change without notice to material, dimensions, or design.

(c) DrawnCAD specifications, apparatus, drawings, and product information sheets and manuals and catalogues are protected by copyright and design right. No reproduction of these materials is permitted without the express written consent of the Company.

(d) No licence to reproduce any of the Company’s programmes or parts or components thereof is to be found as may be printed by patents, copyrights or design rights is confirmed by supply of such products under the terms of this agreement and such rights are expressly reserved by the Company.

19. LIABILITY
(a) In the event that the Company is liable by this warranty or otherwise to make good without charge by repair or (at the discretion of the Company) replacement any defects which the Company is satisfied have caused in or to the other rights of the Company to require the Customer to accept any order or to refuse to accept delivery. Delay due to circumstances within the Company's control shall only entitle the Company to cancel any order or to refuse to accept delivery. Delay due to circumstances within the Company's control shall only entitle the Company to cancel any order or to refuse to accept delivery.

(b) The Company's offer to supply Goods in accordance with these Terms and Conditions and will be binding upon both parties from that date.

(c) All Goods are supplied ex-works, unless otherwise agreed, and the Customer is responsible for the safety of such Goods from the moment of loading onto the delivery vehicle until the point of delivery.

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(e) For Goods sold in Quantity to be used in the reasonable endeavours to ensure that it supplies the quantity of goods ordered by the Customer and the Customer agrees to accept and use the goods supplied in accordance with the Company's instructions.

(f) For Goods sold in Quantity to be used in the reasonable endeavours to ensure that it supplies the quantity of goods ordered by the Customer and the Customer agrees to accept and use the goods supplied in accordance with the Company's instructions.