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TERMS AND CONDITIONS OF SALE

1. GENERAL

All quotations offers and Contract made by Detectamet Limited (hereinafter called "the Company") with any other party (hereinafter called "the Customer") are subject to the following Terms and Conditions. No additions to or variation of or exclusion of the same whether express or implied shall be binding on the Company unless expressly accepted in writing by the Company.

2. QUOTATIONS

Prices quoted or in acknowledgement of orders are exclusive of Value Added Tax. Value Added Tax will be charged at the rate applicable at the date of despatch. The Company reserves the right to increase the price payable without notice in the event of there being an increase of costs to the Company up to the date of delivery of goods. Unless specifically agreed in writing by the Company all goods supplied are sold ex-works. In the event of the Company effecting delivery and/or carriage and/or erection on site the Company reserves the right to make an additional charge to the Customer.

3. DELIVERY DATES

Delivery dates will be adhered to as closely as possible. However any time or date quoted by the Company for delivery or supply of goods or services are given and intended as an estimate only and the Company shall not be liable in any manner whatsoever for any loss or damage whatsoever for failing to deliver or supply within such time or for delays in delivery or supply. Notification of non-delivery of goods (where the Company has agreed in writing to be responsible for delivery) must be given to the Company in writing within three days of advice of despatch.

4. PROPERTY- RISK- DAMAGE IN TRANSIT

Property in the goods shall remain with the Company until the purchase price has been paid in full and only then shall pass to the Customer, but after delivery and/or erection on site liability for loss or damage shall be that of the Customer. If the goods are incorporated in or become a constituent of any other goods, the Company shall be given the ownership of those new goods as security for payment of all sums owing by the Customer to the Company, and in the event of a sale of the goods whether on their own or incorporated in other goods the Company's beneficial entitlement shall attach to the proceeds of sale or to the claim for such proceeds. The Company will at its option replace free of charge goods damaged in transit (only in the case where the Company in writing has agreed to be responsible for delivery) provided that deliveries are immediately examined on receipt from the Company or its carrier and within twenty-four hours any loss or damage found is reported in writing to the Company. The Company shall not in any event be liable for any consequential damage for which the Customer may be found liable.

5. PAYMENT

Payment in full is due **30 days** after the date on an invoice to the Customer by the Company. The Company reserves the right to charge interest at two per cent above the base rate for the time being adopted by the Customer's Bankers on overdue accounts. Such interest will be charged with monthly rests and compounded.

6. SALES EX-STOCK

Offers for delivery ex-stock are made subject to availability on receipt of order.

7. GOODS OF ANOTHER MANUFACTURER

The Company accepts no liability in respect of goods sold to the Customer which have not been manufactured by the Company. However the Company at the Customer's written request will assign to the Customer any rights which it may have against the other manufacturer of those goods in respect of them.

8. PATENTS ETC.

The Customer warrants that the manufacture of any articles to his order or design will not involve the Company in the infringement of patent, registered design, trademark or other rights in the manufacture or supply of such goods, and will indemnify the Company against all claims demands costs charges expenses and liability of whatever nature or kind arising from or incurred by reason of infringement or alleged infringement or by reason of any loss injury or damage howsoever caused by any third party after the goods.

9. DRAWING AND SPECIFICATIONS

On accepting an order to prepare drawing and/or specifications suitable for the purposes as specified in writing by the Customer the Company shall not be liable for any failure to satisfy the Customer's said requirements, unless the Company in writing expressly undertakes to satisfy the said requirements and, unless within fourteen days of delivery of the said drawings and/or specifications the Customer in writing rejects or amends all or any of the same, the Company may proceed to manufacture for the Customer goods in accordance with the said drawings and/or specifications and to deliver or supply goods or services in accordance with the same the Customer shall pay for the goods or service.

10. GOODS WRONGLY ORDERED

Only with the written agreement of the Company will the return of goods wrongly ordered be accepted. Where goods have been specifically made altered or cut they will not be accepted for return. In the event of the Company agreeing to the return of goods as aforesaid the Company reserves the right to make a charge to the Customer in respect thereof.

11. CANCELLATION

Orders may be cancelled by the Customer with the Company's written sanction only. Goods made to special order (whether already made or partially made) cannot be cancelled. Where a cancellation is acceptable by the Company the Company reserves the right to make an appropriate charge for work executed and materials ordered. In the event of a Customer placing an order with the Company for a proportion only of the goods for which the Company has given a quotation the Company reserves the right to increase its prices.

12. CUSTOMERS CREDIT STANDING

Quotations given and orders are accepted subject to the Company's approval of the account. Thereafter if at its discretion the Company ceases to be satisfied with the credit standing of the Customer it may at any time refuse to fulfil a contract for the supply of goods or services in whole or in part and shall not be liable in damages or otherwise in respect of the said refusal.

13. DEFECTS AND DEFAULTS

- (a) Subject to the preceding clauses and to the following sub-clauses the Company will make good any defects or faults in goods or services supplied by the Company which are reported in writing to the Company within seven days of the date of delivery or supply provided that the Company is satisfied that the goods supplied are defective or that it is in default of the supply of goods or services.
- (b) The Company's liability is subject to and dependent upon the following provisos:
- (i) Where goods have been used or fixed there is no liability for defects which examination by the Customer or his agent ought to have revealed before the using or fixing thereof.
 - (ii) No liability is accepted unless the defects or defaults are due solely to defective work or design on the Company's part or defective materials used by the Company and has not been caused or contributed to by improper storage use or handling by the Customer or any contractor connected with the contract or any person or persons for whom the customer or such contractor may be responsible.
 - (iii) The Company's liability is limited to the replacement of defective goods and the re-doing of defective work and in no case is the Company liable for the cost of removing or re-fixing goods or materials or for any consequential losses or damage suffered by the Customer.
 - (iv) All expenses and implied warranties or conditions statutory or otherwise as to the quality or fitness of materials used goods supplied work or design done services performed or any other matter other than the liabilities expressly accepted above are hereby excluded. Save in so far as the Company is under a liability by reason of the previous sub-clauses (a) and (b) (iii) hereof the Company shall be under no liability whatsoever for any loss or damage suffered by the Customer whether caused by the negligence of the Company its servants or in any other way.

14. FORCE MAJEURE

The Company shall not be liable for any failure to fulfil any term of any transaction governed by these conditions if fulfilment thereof has been delayed, hindered or prevented by any circumstances whatsoever which is not directly within the Company's control (including, but without prejudice to the generality of the foregoing, lock-out and accidents) and if by reason of any such circumstance the Company is able to fulfil some but not all of its orders the Company may allocate its available supplies or services amongst its Customers including subsidiaries or associated companies of the Company as its absolute discretion it thinks reasonable.

15. CLERICAL ERRORS

Clerical errors and omissions are subject to correction without notice.

16. INSOLVENCY

In the event of the Customer, being a limited company, going into liquidation whether compulsory or voluntary (except for purpose of reconstruction or amalgamation) or if the Company becomes subject to Bankruptcy Laws or makes any assignment, agreement or composition with its creditors, the Company may, forthwith on notice to the Customer, terminate the contract without prejudice to any other rights the Company may have against the Customer.

17. THE LAW OF THE CONTRACT

Unless otherwise expressly agreed in writing the contracts shall be subject to English Law and the Customer submits to the jurisdiction of the Courts of England.

18. Data Protection Act 1998

18.1 The Customer and the Guarantors (if separate to the Customer) authorises the Company to:

- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer and
- (b) to disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Customer on publicly accessible credit reporting databases.
- (c) The Company may also use information about the Customer to monitor and analyse its business. In this connection the Customer authorises the Company to disclose personal information to agents or third parties engaged by the Company.
- (d) The Customer consents to the transfer of information outside of the European Economic Area for the purposes listed above.
- (e) Where the Customer is an individual the authorities under (clause 18.1) are authorities or consents for the purposes of the Data Protection Act 1998.
- (f) The Customer shall have the right to request the Company for a copy of the information about the Customer retained by the Company and the right to request the Company to correct any incorrect information about the Customer held by the Company.