

Terms and Conditions of Sale

Between Spaceway South Limited of Premier House, Premier Centre, Abbey Park Ind. Est., Romsey, Hampshire, SO51 9DG (the "Seller") and the buyer of the goods and services referred to in the written quotation overleaf (the "Buyer");

1. These terms and conditions and any special terms and conditions contained in the written quotation overleaf (or previously supplied by the Seller to the Buyer) or any further written quotation given by the Seller in respect of this contract (the "quotation") (together the "Conditions") shall apply to all contracts for the sale of the goods and services which the Buyer agrees to buy from the seller, (the quantities and descriptions of which are set out in the quotation) (the "Goods") to the exclusion of all other terms and conditions, including those of the Buyer. Acceptance of delivery of these goods shall be conclusive evidence of the Buyer's acceptance of these terms and conditions. Any variation to these terms and conditions shall be inapplicable unless agreed in writing by the seller.
2. The price for the goods excluding VAT (the "Price") and the price for delivery and the date when the goods are to be delivered (the "Delivery Date") shall be as set out in the quotation subject to the provisions of clause 3 below. Payment of the Price and VAT and any charges shall be made in accordance with those terms set out in the quotation. Time for payment shall be of the essence.
3. The Seller may by giving the Buyer 7 days notice before the Delivery Date increase the Price to reflect any increase in the cost to the Seller due to factors occurring before completion of the order which are beyond the reasonable control of the Seller (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs) provided that, if such circumstances exist, the Buyer may cancel his contract within 7 days of any such notice from the Seller without liability hereunder.
4. The Seller shall be entitled to charge the Buyer interest (both before and after judgement) on any amounts unpaid on the due date at a rate of 8% above the Official Dealing Rate of England and cancel further deliveries
5. If the buyer cancels any order for goods (except in accordance with the provisions of clause 3 above) then the Buyer shall indemnify the Seller against all loss, costs, damages, charges and expenses incurred by the Seller as a direct result of such cancellation, unless otherwise agreed in writing between the parties.
6. Delivery of the goods shall be made to the Buyers address as stated on the Quotation on the Delivery Date. The Seller may deliver the goods by separate instalments in accordance with the delivery dates and such instalments shall be paid for in accordance with the provisions of these conditions. The buyer shall be deemed to have accepted the goods 72 hours after delivery to the buyer. The delivery dates are approximate only and the seller shall not be liable for any delay in delivery of the goods howsoever caused.
7. The Seller warrants that the goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of three months from the date of their initial use or three months from delivery whichever shall first expire, save that the Seller shall be under no liability: - i) in respect of any defect in the goods arising from any drawing, design or specification supplied by the Buyer; ii) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Sellers instructions (whether oral or in writing) misuse or alteration or repair of the goods without the Sellers approval; iii) under any warranty, guarantee or condition if the price has not been paid by the due date for payment; iv) for the condition of parts, material or equipment not manufactured by the Seller and in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller; and except where the goods sold to a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Seller shall not be liable for any representations made except as expressly provided in these conditions.
8. Any claim relating to defective goods shall be notified to the Seller within 72 hours of delivery. Where the Sellers representatives after inspection agree that such goods are defective, the Seller shall replace the goods free of charge, or at the Sellers sole discretion, refund to the Buyer the price of the goods but the Seller shall have no further liability to the Buyer in respect of such goods.
9. Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery of the goods and the Buyer shall insure the goods at the Sellers full published list price of the goods (and shall note the interest of the seller on the policy of insurance) from the time of delivery.
10. Legal title in the goods shall remain with the Seller until the Seller has received payment of the price (plus VAT and delivery charges) in full and payment for all other goods agreed to be sold by the Seller to the buyer for which payment is then due and until such time as the legal title in the goods passes to the Buyer i) the buyer shall hold the goods as the Sellers fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified at the sellers property but the Buyer shall be entitled to use the goods in the ordinary course of its business; and ii) the seller shall be entitled at any time to require the buyer to deliver up the goods to the seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
11. If the buyer make any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction or a receiver is appointed or the Buyer ceases or threatens to cease to carry on business, then without prejudice to any other right or remedy available to the Seller shall be entitled to cancel this contract or suspend further deliveries under this contract without any liability to the Buyer and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.
12. Any notice to be given by either party under these conditions shall be in writing addressed to that other party as its registered office. No waiver by the Seller of any breach of these conditions shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions shall not be affected.
13. The Seller shall not be liable for any default on its part, or on the part of its sub-contractors, due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
14. This contract is subject to the law of England and Wales and any dispute arising under or in connection with these conditions shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on application by either party by the President for the time being of the Chartered Institute of Arbitrators.