

# Terms and Conditions

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## 1. ACCEPTANCE OF ORDER AND EXPIRY DATE

Orders are accepted only upon the Seller's Conditions of Sale as printed herein. Unless expressly accepted in writing any qualification of these conditions by the Buyer in whatever form shall not apply. Unless previously withdrawn the Seller's quotation expires Twenty-One (21) days after the date thereof. No Contract shall be created by the acceptance on the part of the Buyer of a quotation made by the Seller until notice of acceptance of the order in writing shall have been given by the Seller.

## 2. PRICES

Orders are accepted only on condition that goods will be invoiced at the prices ruling at the date of dispatch. The Seller reserves the right to alter prices without notice to cover variations in the cost of raw materials, labour, etc. or through the Buyer's change of design or for any other reason. If variation in price occurs during the currency of an order the price of the undespached portion of the order outstanding at the date of such variation in price shall be adjusted accordingly.

## 3. DELIVERY

Any date named by the Seller for despatch or delivery is an estimate only and is not to be of the essence of the Contract. The Buyer shall nevertheless be bound to accept the goods ordered when available. The Seller shall not be liable in any way in respect of late despatch or delivery howsoever caused nor shall such failure to despatch or deliver be deemed to be a breach of the Contract. Unless otherwise stated goods shall be delivered at current carriage rates (available upon request) unless otherwise agreed between the Buyer and the Seller at the time when the order was placed.

## 4. TERMS OF BUSINESS

Unless otherwise stated prices quoted are nett and accounts are due for payment monthly. The Seller has the right to charge interest at 2% over the Bank of England Base Rate from time to time in force. The price shall become payable in accordance with the terms specified by the Seller (in its Order Acknowledgement Form) and such terms as to the time of payments shall be deemed to be of the essence of the Contract.

## 5. WARRANTIES

Whilst the Seller will endeavor to execute orders in accordance therewith all conditions guarantees or warranties including guarantees or warranties as to quality or description of the goods or their life or wear and tear or their use under any conditions whether known or made known to the Seller or not and whether written or oral are hereby excluded Subject as otherwise expressly provided in these Conditions. The Seller shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or wilful default of the Seller or its servants or agents arising out of or in connection with the goods. Nothing in this paragraph shall exclude or restrict any liability of the Seller or its servants or agents. As Techsil Limited has no control over the use to which others may put these materials, they do not claim or warrant that in your particular circumstances, the results you will obtain from the use of the product will be the same as those described in any information. Techsil Limited accepts no liability in negligence or otherwise for any damage resulting from your reliance on any information or recommendations supplied.

## 6. FORCE MAJEURE

Should delivery of any of the goods sold be prevented or delayed by happenings or occurrences directly or indirectly due to force majeure or any circumstances whatsoever beyond the control of the Seller, the Seller reserves the right to cancel or suspend deliveries without any liability of whatsoever nature and howsoever caused to the Buyer.

## 7. SHORTAGES, DAMAGE AND/OR LOSS IN TRANSIT

No claim for non-delivery of part of a consignment or for damage in transit corrosion shortage of delivery deviation delay or detention will be entertained unless a separate notice in writing is given to the carrier concerned and to the Seller within Three (3) days and a complete claim in writing is made to the Seller within Five (5) days of receipt of the goods. In the case of non-delivery of a whole consignment notice in writing must be given to the carrier concerned and to the Seller within Ten (10) days of the date of despatch. Where goods are accepted without being checked the delivery book of the carrier concerned must be signed 'not examined'. Where such goods are signed 'not examined' they shall be deemed to be unconditionally accepted by the Buyer unless the Buyer gives written notification to the Seller within the Three (3) days period as aforesaid. The goods in respect of which any such claim is made shall be preserved intact as delivered for a period of Fourteen (14) days from notification of the claim within which time the Seller and the carrier shall have the right to attend the Buyer's works to investigate the complaint. Any breach of this condition shall not entitle the Buyer to any allowance in respect of the claim.

## 8. TEST AND INSPECTION

Unless otherwise agreed all testing and inspection as shall be at the Manufacturers works and shall be final.

## 9. DEFECTIVE GOODS

Goods represented by the Buyer to be defective or not conforming to contract and returned to and accepted by the Seller as such will be replaced as originally ordered if required and practicable or will be credited but shall not form the subject of any claim by the Buyer nor shall the Seller be responsible for any transport costs, consequential damages or expenses, loss of profit on or any claim arising through resale or any other loss damage or expense whatsoever or howsoever incurred. In the event that any of the goods are found to be defective owing to faulty workmanship or materials the Seller's liability will be limited to replacing such goods free of charge provided that no claim in respect of defective goods will be valid unless made and alleged defective goods returned within Thirty (30) days of the date of delivery of the goods nor will such claim be accepted as a reason for cancellation of the remainder of the order.

## 10. RESERVATION OF TITLE

The risk in the goods shall pass to the Buyer upon delivery but the goods shall remain the Company's property until the goods have been paid for and all other monies owing by the Buyer to the Seller have been made in full and unconditionally. In the event of any re-sale by the Buyer of the goods, the Seller's entitlement shall attach to the proceeds of sale so that such proceeds or any claim therefore shall be assigned to the Seller and until such assignment should be held on trust in a separate identified account for the Seller by the Buyer. In the event of failure to pay the price in accordance with the contract the Seller shall have power to re-sell the goods such power being additional to (not substitution for) any other power of sale arising by operation of law or implication or otherwise. For such purpose the Seller and its servants and agents by forthwith enter upon any other premises or land occupied or owned by the Buyer to remove the goods.

## 11. INDEMNITY/INDUSTRIAL PROPERTY RIGHTS

The Buyer shall take all reasonable care and comply with all legislation in relation to the use, processing, storage and sale of the goods and shall indemnify the Seller against any claims, demands, expenses costs or liability which the Seller may incur arising out of or in connection with such use processing or storage or any other rights which result from the goods being made according to designs or specifications supplied by the Buyer or otherwise from the manufacturer of such goods.

## 12. INDUSTRIAL PROPERTY RIGHTS

If any claim shall arise alleging that the sale, use or other dealing with the goods infringes trade marks, trade names, Patents, copyrights, registered designs or other industrial property rights of third parties the Buyer shall forthwith notify the Seller thereof and give every assistance to the Seller in connection with such claim as the Seller may reasonably require.

## 13. BUYERS BANKRUPTCY

If the Buyer shall make default in or commit any breach of any of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer or if the Buyer shall offer to make any arrangements with creditors or commit an act of bankruptcy or if any Petition in bankruptcy shall be presented against him or if the Buyer is a limited company any resolution or petition to wind up such company's business (other than for the purpose of any amalgamation or reconstruction which becomes effective) shall be passed or presented the Seller shall have the right forthwith to determine by written notice posted to the Buyer any contract then subsisting without prejudice to any claim or right the Seller may otherwise make or exercise.

## 14. DEFAULT PAYMENT

Should default be made by the Buyer in paying any sum due to the Seller or in performing any other obligations to the Seller, the Seller shall have the right with or without notice at its discretion either to suspend all further deliveries until the default be made good or to determine any Contract then subsisting so far as any further goods remain to be delivered without prejudice to any claim or right the Seller may otherwise make or exercise.

## 15. ARBITRATION AND LEX LOCI

The construction validity and performance of this Contract shall be governed by the law of England and any question, dispute or difference which may arise under out of or in connection with or in relation to this order or contract or touching the meaning and construction of the same shall be referred to the arbitration of a person to be appointed failing agreement of the parties by the President for the time being of the Law Society of England and the decision of such arbitrator shall be binding on both parties and shall be a submission to arbitration within the meaning of the Arbitration Act 1950 or any re-enactment or statutory modification thereof for the time being in force.