

Graphtec GB Limited
STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE QUOTATION GIVEN OVERLEAF OR ATTACHED AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY ITEMS DETAILED IN THIS QUOTATION. PLEASE READ CAREFULLY.

1. Formation of a Contract

1.1 The quotation given on or attached to these terms and conditions will only remain valid for a period of 30 days.

1.2 On acceptance of the quotation by placing an order within the specified period in paragraph 1.1 above, you will be bound by these terms and conditions. Each quotation accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these terms and conditions as "an order".

1.3 No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

1.4 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work the subject of this quotation.

2. Specification

All goods supplied by us shall be in accordance with the quotation given and any further specifications or descriptions agreed or expressly listed or set out on the face of the order.

3. Acceptance

3.1 You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order.

3.2 We must be informed in writing within 7 days of acceptance of the order of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where cancellation is not made within the period specified. Cancellations can not be accepted after goods have been shipped.

4. Delivery and Risk

4.1 Unless otherwise stated in the order, the price quoted does not include delivery to the address specified in the order.

4.2 Whereas we will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

4.3 Risk in the goods shall pass to you upon delivery.

4.4 In the event we should fail to deliver within 30 days from the date of your order you may cancel your order at any time after that and any deposit paid by you will be returned in full.

5. Title and Payment

5.1 Unless otherwise stated in the order payment of the price of the goods comprised in the order shall become due immediately prior to the shipment of the goods unless prior arrangements have been made.

5.2 We reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

5.3 Furthermore we will claim all additional costs (including, but not limited to legal costs) incurred in obtaining payment from you, where payment is late.

5.4 Title to the goods comprised in the order shall not pass to you until the full price has been paid. Furthermore we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

6. Price

6.1 If the rate of value added tax (VAT) increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the goods.

6.2 If the price of the goods increases for any other reason between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

7. Damage in Transit

We will replace free of charge any goods proved to our satisfaction to have been damaged in transit provided that such damage is notified to us or the carriers in writing within 3 days of delivery.

8. Force Majeure

8.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

8.2 For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

8.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

9. Exclusions

9.1 We do not exclude liability for death or personal injury. However we shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise in excess of £20,000

9.2 We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

9.3 We or our insurers shall not be liable or investigate any claim for loss unless you have given us written notice within 7 days of its occurrence and given us or our insurers every facility to investigate such occurrence.

11. Complaints

We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by us please address them to

The Directors
Graphtec GB Limited
Coed Aben Road
Wrexham Industrial Estate
Wrexham
LI13 9UH

12. Jurisdiction

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the British courts.