

Standard Terms & Conditions for Sale of Goods

1. In these Terms & Conditions the term 'Seller' shall exclusively mean Engineering Distributors Ltd.
2. All prices quoted, except where a firm price is quoted, are those ruling at date of tender and are subject to amendment to the prices ruling at date of despatch or otherwise agreed in writing.
3. Official offers made by the Seller shall only bind the latter for a period of 60 (sixty) days from the tender date, or otherwise by written consent.
4. Settlement terms are strictly nett and accounts are payable on the last day of the month following delivery.
5. V.A.T will be added to the nett invoice price at the current rate.
6. All price lists, quotations, estimates, orders, acceptances and supplies are made subject to the terms and conditions set out hereon. No addition or alteration of these terms by the Buyer shall be deemed to have been accepted by the Seller or to form any part of any contract between the Buyer and the Seller unless the Seller has specifically accepted the same in writing.
7. Goods will be delivered free within the usual cartage limits of Northern Ireland. The Buyer shall pay any increase in the cost arising from requests by the Buyer for any special transport arrangements.
8. No stated time of delivery shall be deemed to be of the essence of the contract and the Seller shall not be liable for any consequences of delay and the Buyer shall not be entitled to cancel the contract or to claim any damages arising out of late delivery.
9. The Seller expressly retains a lien coupled with a right to repossess without further action any goods in respect of which the price or any part thereof has not been paid by the Buyer in accordance with the contract.
10. The goods are at the Buyer's risk from the time when they are delivered to the Buyer.
11. In the event of non-delivery the Buyer shall notify the Seller and the Carrier in writing within 7 (seven) days of the date of despatch.
12. In the event of damage to the goods or any discrepancy in the amount of goods invoiced, the Buyer shall notify the Seller and the Carrier in writing within 3 (three) days of receipt.
13. If the Buyer fails to comply with Clauses 11 and 12 he shall be liable to pay for the goods undelivered or damaged as though they had been delivered in good condition.
14. In lieu of any warranty, condition or liability implied by law, our liability in respect of any defect in or failure of the goods supplied, or any loss, injury or damage attributable thereto, is limited to the supply only of new goods in exchange for the defective goods, or, at our option, the repair of the defective goods, provided that the failure or defect arises under proper use and solely from faulty design, materials or workmanship on our part and notice is given to us within 12 calendar months after despatch of the goods, at the termination of which period all liability on our part ceases.
15. A minimum handling charge of 15% of the value of the goods will be charged to the Buyer for any goods returned where the goods complied with the Buyer's instructions.
16. The Buyer indemnifies the Seller against all costs, damages or expenses which may be incurred by the Seller in consequence of any infringement of patents, trade marks, designs or any other claims whatsoever in respect of the manufacture or delivery of goods or the performance of any work in accordance with the Buyer's instructions.
17. In the event of any inconsistency between the above Conditions and any other Conditions applicable to the Contract the above shall prevail.
18. This Contract shall be construed in accordance with Northern Ireland Law and the Seller and the Buyer shall submit to the jurisdiction of the Northern Ireland Courts in respect of any dispute.

Conditions of Purchase

Official Order

We will not accept the delivery of any materials or goods which are not included on our official Order Form unless our consent to the delivery has been granted in writing.

Specifications

All goods supplied or work carried out must conform to the specification or specifications mentioned on our Order. Where no specifications are mentioned, the goods or work are to be the best of their kind. We reserve the right to reject any goods or work which do not fulfil this condition and any goods or work so rejected will lie at your risk and expense.

Carriage

- (i) Goods to be sent carriage paid unless otherwise agreed in writing.
- (ii) Goods to remain at your risk until actually delivered to the address specified and unloaded.

Delivery

If delivery is not made by the date specified in the Order, we reserve the right to cancel the whole or any part of the Order and to debit you with any additional cost incurred by us as a result of such cancellation.

Transfer of Order

You shall not, without our consent in writing, assign or transfer the Order or any part of it to any other person or Company and shall not, without consent as aforesaid, sub-let the Order or any part thereof other than for materials, minor details or for any part of the goods of which the makers are named in the Order or specification. Any such consent shall not relieve you of any of your obligations under these Conditions of Purchase.

Advice Notes / Invoices

Advice Notes and Invoices as requested on the face of our Purchase Order must be sent to us on the same day as goods are despatched. A copy of the Advice Note and/or Packing Note to be sent with the goods. The full Order Number must be quoted on all Invoices, Advice Notes and Correspondence. Separate Invoices must be issued against each individual order number.

Statements

Statements must be submitted to our Office, 13 Sydenham Road, Belfast BT3 9DH by the 3rd day of each month.

Packing Cases

Packing Cases will be returned to you if requested and provided that a full description of same, including identification marks, numbers and values, are given on your Advice Notes and Invoice for the goods; otherwise we will assume no responsibility for their return and will not accept any debit for their value (not applicable to goods ordered for delivery outwith the United Kingdom).

Inspection

All goods are subject to our inspection and test and where stipulated, to our clients' inspection and tests either at your works or after delivery. Appropriate Test Certificates to be provided when requested. Any goods failing to pass inspection and test may be rejected.

Defective Design, Damage Or Injury

By acceptance of this Order you agree:-

- (i) To indemnify us in respect of all damage or injury actions, suits, claims, demands, costs, charges or expenses arising in connection therewith or under any term or condition of law whether express or implied to the extent that the same shall have arisen out of or in consequence of your defective design, material or workmanship or occasioned by any act, omission or default by you, your servants or agents.
- (ii) To indemnify us against any and all loss, damage, liability costs or expenses whatsoever incurred in respect of the manufacture or use of any machine, instrument, process, article matter or thing used or included in goods supplied under this Order in compliance with National Health and Safety Regulations and Factory Acts 1978 N.I. order.

Conditions of Sub Contract

Where the supply of the materials, goods or work specified on this Order is in the nature of a Sub-Contract under a Main Contract to which we are parties, by your acceptance of this Order you agree:-

- (i) To accept all the conditions of our Main Contract so far as the same relates to your Contract with us. The conditions of the said Main Contract are deemed to be embodied herein and to be binding on you.
- (ii) To indemnify us against all and any liability which we may incur under any upkeep, guarantee or Penalty Clauses, whether liquidated or otherwise under the provision of the said Main Contract.

Variations of Conditions

These Conditions will not be varied except in so far as expressly agreed to by us in writing.

Acknowledgement

An acknowledgement of receipt of this order is requested.