

# BOWYER

## General Terms and Conditions of Sale

**Interpretation:** In these conditions:

"Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

"Goods" means the Goods (including any installment of the Goods or any part for them) and/or services which the Seller is to supply in accordance with these conditions.

"Company" means Bowyer Engineering Limited (registered in England under No. 408828).

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.

"Contract" means the contract for the purchase and sale of the Goods.

**Order & Prices:** No order submitted by the Buyer shall be deemed to be accepted by The Company unless and until confirmed in writing by The Company's authorised representative. All prices quoted, should be regarded as fixed and firm for the validity period shown. Where no period is shown, it shall be understood that the period is 30 days. Unless otherwise stated, prices quoted will be exclusive of carriage and packaging. If the goods are hand-delivered by The Company, no offer to reimburse carriage charges will be made or request accepted. Where the quantity ordered is less than that quoted for or delivery is ordered in instalments less than those specified in the quotation, the prices are subject to adjustments as appropriate. Unless otherwise agreed in writing all tools and fixtures remain the property of The Company.

**Payment Terms:** Invoices shall be generated when the goods are despatched or made ready for despatch if held at The Buyer's request and will be payable forthwith. Unless otherwise agreed in writing, payment term shall be thirty days open credit from date of invoice, subject to satisfactory references. Until Payment is made in full to the seller the goods shall remain the property of the seller but the risk therein and all liability to third parties in respect thereof shall pass to the buyer on delivery. If the buyer fails to pay The Company within the agreed terms, The Company shall be entitled to withhold delivery of any goods due to be delivered to The Buyer under this or any other contract with The Buyer. The Company reserves the right to charge interest on any account, at commercial rates which will not be less than 3% over the Basic Rate of NatWest Bank PLC from time to time applicable until the sum due is paid.

**Delivery:** It shall be understood that the time quoted is based on 'Order Acceptance' i.e. from the time that The Company acknowledges the Order and not from Order receipt. The time for delivery shall be extended by a reasonable period if delay in delivery is caused by instructions or lack of instruction from The Buyer. Time for delivery shall not be of the essence unless previously agreed by The Company in writing. The Company shall deliver the goods to site in accordance with the Buyer's Purchase Order / Contract unless otherwise agreed in writing.

**Specification:** The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company) The Company will accept no liability for any failure to attain any performance figures quoted unless The Company has specifically guaranteed them, subject to any tolerances specified or agreed.

**Guarantee:** The Company, will make good, by repair or at its option by the supply of replacements, defects which, under proper use, appear in the goods within a period of 12 months from the date of supply, unless otherwise agreed in writing, and arise solely from faulty design, materials or workmanship. Any exclusion to this will be agreed in writing with The Buyer.

**Liability:** The Company's liability under this clause shall be in lieu of any warranty or condition applied by law as to the quality or fitness for any particular purpose of the goods, and save as provided in this clause, The Company shall not be under any liability, whether in contract, tort, or otherwise in respect of goods delivered or for any injury (other than personal injury caused by our negligence as defined in the Unfair Contract Terms Act 1977), damage or loss resulting from such defects or from any work done in connection therewith. In no event shall The Company be liable for loss of anticipated earnings, loss by reason of plant shutdown, non-operation, or increased expense of operation of alternative equipment or other costs, expenses, whether real, incidental or notional.

**Publications:** Illustrations contained in Technical specifications provided by The Company are for identification only and are not binding. All sketched and origination work shall remain the property of The Company unless paid for by the buyer. All designs are subject to variation and improvement and the form, function and build specifications of products may vary. The accuracy of tables of dimensions, working capacities and other specifications are not guaranteed and do not form part of the Contract unless specifically agreed by The Company.

**Claims:** The buyer shall upon delivery of the goods examine them to determine their quality and quantity. After a period of 14 days The Company shall not be liable if the buyer fails to do this and suffers damage or loss.

**Cancellation:** A Contract can not be cancelled except by written consent from a director of The Company and on terms which will indemnify The Company against all loss.

**Force Majeure:** No liability will be accepted by the seller for any failure or delay in performance which is due wholly or partially to Act of God, war, fire, explosion, riot, civil commotion, restriction by government or competent authority, strikes, locks out, failure in suppliers to our factory of raw materials or to any cause whatsoever beyond our control.

**General:** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. No waiver by the Company of any breach of the Contract by the Buyer 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 by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected thereby.

**Governing Law:** Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be resolved by the English Courts and the Buyer submits to the exclusive jurisdiction of The English Courts and agrees that the Contract shall be governed by the laws of England.