

TERMS AND CONDITIONS OF SALE

1. DEFINITION AND INTERPRETATION

1.1. In these Conditions these words have the following meaning

“the Company”	ADP Precision Engineering Limited
“the Contract”	any contract under which the Company provides services to the customer
“the Customer”	the individual, firm, company or other party with whom the Company contracts
“the Price”	the price of goods excluding VAT and carriage, packing and insurance costs.
“the Seller”	ADP Precision Engineering Limited
“the Goods”	the article which the Buyer agrees to buy from the seller

2. CONDITIONS

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer’s standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer’s acceptance of these Conditions.

2.4 These Conditions may not be varied except by the written agreement of a director of the Seller.

2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. FORMATION OF THE CONTRACT

3.1. the contract is formed when the order is placed and is subject to these terms and conditions unless varied by the company in writing.

4. PAYMENT TERMS

4.1. the Price shall be as quoted by the Seller. The Price is exclusive of VAT, which shall be due at the rate in force on the date of the Seller’s invoice.

4.2. payment is required within 30 days from the end of month of which the goods were dispatched. (Not from the date the invoice is received)

4.3. if suitable payment is not received within this period of time, interest may be charged at the Bank of England Base rate plus 2% on a daily basis. Interest on overdue invoices shall accrue from the date when payment becomes due.

4.4. the company reserves the right to claim compensation in the event of complete or part non-payment for goods

5. COMPLETION OF SERVICES

5.1. if goods are faulty or unsuitable for their purpose, notification must be given to the Company within 48 hours of receipt of goods.

5.2. the Company reserves the right to hold goods if the customer fails to make any payment when it becomes due

5.3. the Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

5.4. the Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods.

5.5. the seller shall not be liable for any consequential losses incurred by the buyer.

5.6. where the Buyer has accepted, or has been deemed to have accepted, the goods the Buyer shall not be entitled to reject goods which are not in accordance with the contract.

5.7. free issue material is supplied at the Buyers risk, the Sellers liability is limited to the price.

6. TITLE AND RISK

6.1. Risk shall pass on delivery of the Goods to the Buyer’s address.

6.2. Notwithstanding the earlier passing of risk, title of the Goods shall remain with the Seller and shall not pass to the Buyer until all amounts due (including interest and costs) have been paid in full.

6.3. Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

6.4. The Seller may, at any time before title passes and without any liability to the Buyer, repossess and dismantle and use or sell all or any of the goods and by doing so terminate the Buyer’s right to use, sell or otherwise deal in them; and for that purpose (or determining what if any goods are held by the Buyer and inspecting them) enter any premises of or occupied by the buyer.