

ACP & D Limited Conditions of Sale

1. **Contract Terms** ACP & D Limited's conditions of sale are the only conditions under which we shall proceed with the supply of goods. Should the purchaser place an order with their own conditions of purchase attached, these shall be set aside and ACP & D Limited's conditions of sale will always prevail unless otherwise agreed in writing before the placement of order.
2. **Payment Terms** 30 days from date of invoice unless otherwise stated in the official quotation.
3. **Price** The prices quoted in this quotation are for the full quantity to be ordered and we reserve the right to amend the quoted price in the event of the quantity being reduced. VAT is charged at a rate of 20% for UK sales however is not charged on UK exports (VAT is not charged on exports to other EC countries providing a valid VAT no. is supplied to us). Any import duties or local taxes are payable by the purchaser NOT ACP&D Limited. Should import duties or local taxes remain unpaid by the purchaser and the goods held in Customs indefinitely or confiscated ACP&D Limited shall be deemed as having fully fulfilled their contractual part of the contract on shipment of the goods.
4. **Cancellation** In the event of cancellation in full or part, this will only be accepted subject to mutual agreement in writing any costs already incurred by us either materials, manufacture or tooling will be invoiced to the purchaser.
5. **Cancellation by Seller** Should anything beyond our control such as strikes, lockouts, war, non-availability of materials prevent us completing the order, we reserve the right to cancel in part or full without costs to ourselves.
6. **Title**
 - (a) The legal and beneficial ownership of all goods supplied by the Company to the Purchaser shall remain invested in the Company until the first to occur of the following events namely:
 - (i) Payment in full for those goods has been made; end
 - (ii) those goods have ceased to be in the possession of the Purchaser, having been delivered pursuant to a contract placed on the Purchaser by a third party.
 - (b) Until the full purchase price of the goods has been paid, goods remaining in the Purchaser's possession shall be stored in such a way that they are clearly identifiable as the Company's property and shall be held by the Purchaser in a fiduciary for the Company and the Purchaser hereby grants the Company the irrevocable licence to enter upon the Purchaser's premises to recover the whole or any part of the goods in the event of the Purchaser being in default of any of its obligations under this contract or on the occurrence of any event giving the Company the right to terminate the contract.
 - (c) The Purchaser shall be free to sell any goods in the ordinary course of its business so as to pass good title to any third party, provided always that claims for proceeds from such resale shall be deemed to be assigned to the Company, which immediately on the occurrence of any event of default or termination as aforesaid shall be entitled to notify the ultimate purchaser that the resale price of the goods is to be paid direct to the Company. Any proceeds from resale received by the Purchaser shall be held by it on trust for the Company to the extent necessary to effect full payment to Company and the Purchaser shall if by the Company immediately upon any such resale notify the Company with full details of such resale.
 - (d) This condition shall apply to all contracts within the United Kingdom and to all export contracts except those where any applicable Law would render a contract containing this or a similar condition void or subject to registration, in which case this condition shall not apply.
7. **Rejects** Should any product be supplied which is not in accordance with our warranty, ie; either faulty workmanship or materials, this should be returned to us inside the original box and with any documents/items which came inside the box and in the condition in which it was supplied subject to our approval, when the product will be replaced provided the fault is agreed by us. No other liability is admitted.
8. **Warranty Period** The warranty period is as follows: On new equipment the goods are guaranteed for a period of 12 months from the dispatch date from ACP&D Limited. On equipment which is repaired, the repaired components and the work undertaken is guaranteed for a period of 6 months from dispatch of the goods from ACP & D Limited.
9. **Damage** Should any product be received damaged we must be notified in writing not later than 3 days from date of delivery. The damage shall also be stated in the carriers way-bill and signed accordingly. If not examined at time of delivery the way-bill should be endorsed "unexamined". We accept liability for damage in transit which shall be repaired or replaced providing the above is complied with.
10. **Resulting Loss or Damage** Whilst every effort is made to supply goods manufactured from high quality materials, we cannot be held responsible for any damage or loss caused by faulty materials supplied to us.
11. **Specification** Products manufactured and supplied by us are guaranteed to comply with our published specifications, providing full application details are known and the environmental conditions agreed by us.
12. **Damage by Interference** In the event of any product being received in faulty condition, this should be returned to us in that condition. No attempt should be made to repair the fault and should this be the case our warranty is null & void.
13. **Country of Origin** The Country of Origin of the goods supplied to this order will be as detailed on the Order Acknowledgement. If no Country of Origin is specified then the goods will be of United Kingdom origin.
14. **Currency** Prices quoted on our acknowledgement are based on the monetary exchange rate ruling at date of acknowledgement of order and remain firm providing that international exchange rates do not fluctuate beyond $\pm 3\%$. For fluctuations beyond this the new price will be calculated on the exchange rate ruling at date of invoice.
15. **Price Increases** Should material, labour or any other costs beyond our control be imposed between the date of order acknowledgement and date of delivery we reserve the right to pass on any such increase.
16. **Delay** Whilst every possible effort will be made to maintain the delivery date quoted we cannot be held responsible for any damages or losses which may result due to late delivery.
17. **Interest** We will exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to our agreed credit terms.
18. **Jurisdiction and Law** These conditions and any contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English Courts.