

ARTICLE 1: Definition

In these Terms and Conditions, 'Supplier' refers to the party supplying goods and/or services under these terms. 'Customer' refers to the party purchasing or receiving such goods and/or services.

ARTICLE 2: General; offers and confirmation

These terms apply to all legal relationships where the Supplier provides goods and/or services.

1. All quotations are non-binding unless a fixed validity period is stated but reserve the right to change the offer within 48 hours.
2. Acceptance must be in writing.
3. Any designs, drawings or documents remain the property of the Supplier and may not be disclosed without written permission.
4. These terms take precedence over any Customer terms.

ARTICLE 3: Pricing

The Supplier may adjust prices to reflect changes in cost factors, taxes or levies. All prices ex works and exclude VAT unless agreed otherwise.

ARTICLE 4: Delivery

Delivery times begin upon written confirmation and satisfaction of prerequisites.

1. Delays do not entitle the Customer to cancel or claim damages.
2. Delivery terms ex works.
3. Risk transfers to the Customer upon delivery or Customer collection from Huntingdon.

ARTICLE 5: Force majeure

Neither party shall be liable for delay or failure due to Force Majeure events, including acts of God, war, strikes, government actions, or other uncontrollable events.

ARTICLE 6: Cancellation

Customer cancellations are only accepted if the Customer compensates for costs incurred up to that point.

ARTICLE 7: Payment

Payment is due within 30 days of the invoice date. Interest of 1% per month (max 8% annually) applies on late payments. Collection fees may apply for non-payment.

ARTICLE 8: Retention of title

Title remains with the Supplier until payment is received in full. The Supplier may repossess unpaid goods.

ARTICLE 9: Warranty

The Supplier warrants goods against material and workmanship defects for 12 months. Repairs or replacements are at the Supplier's discretion. Warranty is void if third parties tamper with goods.

1. The Supplier shall have no liability under any warranty in respect of any defect in the Goods arising from acts or omissions of the Customer or any third party, including but not limited to wilful misconduct, gross negligence, or improper use of the Goods. This exclusion expressly includes any consequential or indirect loss or damage resulting from such misuse.
2. Any visible damage to the Goods must be notified to the Supplier in writing within eight (8) days of receipt. Failure to provide such notice within this period shall result in the lapse of any warranty obligations of the Supplier in respect of such defects.
3. Non-fulfilment by the Supplier of its obligations under any warranty shall not relieve the Customer of its obligations under this Agreement or any other agreement between the parties.
4. The Supplier shall not be bound by any warranty whether express, implied, statutory or otherwise if the Customer fails to perform any of its obligations under this Agreement or any associated agreement, whether in full, properly or within the agreed timeframes.

5. The Supplier's liability under any warranty shall be limited strictly to the terms of the warranty as set out herein and shall in no event exceed the scope or duration of any warranty provided by the original manufacturer of the Goods. The Supplier shall not be liable for any direct or indirect loss or damage arising from the use, operation or failure of the Goods, including any harm caused to property or persons by the Supplier's personnel. The Customer shall indemnify and hold harmless the Supplier from and against all claims, damages, costs, and expenses arising from third-party claims in connection therewith.
6. The Supplier's obligations under this warranty shall be suspended in the event that performance becomes impracticable due to circumstances beyond the Supplier's reasonable control, including but not limited to import or export restrictions, industrial action, or other unforeseen events.

ARTICLE 10: Limitations of liability

Nothing limits liability for death or injury due to negligence. Otherwise, the Supplier is not liable for indirect or consequential damages. Liability is capped at the value of the contract.

1. The Supplier shall not be liable for any loss or damage to the Goods occurring during transportation, as further set out in Clause 4 of these Terms and Conditions.
2. Any claim for compensation or damages against the Supplier must be brought within one (1) year of the date on which the event giving rise to the claim occurred. The Customer must notify the Supplier in writing of any such event immediately upon discovery. Failure to provide timely written notice shall result in the forfeiture of any right to pursue such a claim.

ARTICLE 11: Returns

Returns require prior written consent from the Supplier. Approved returns must be carriage paid and include relevant documentation. A restocking fee may apply.

ARTICLE 12: Purchase terms

Customer purchase terms apply only if they do not contradict these terms. In case of conflict, these terms prevail.

ARTICLE 13: Governing Law and Jurisdiction

These terms are governed by the laws of England and Wales. Disputes shall be resolved exclusively in the English courts.

ARTICLE 14: Amendments

The Supplier may amend these terms by giving 30 days' written notice. Continued use or ordering constitutes acceptance.