

Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

Price

The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or The Price shall be the Price of the Company's current Price at the date of delivery of any goods.

Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.

The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.

The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

Dispute resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

Claims

No claim shall be accepted if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of failure of the Company's product. The Buyer shall indemnify the Company against any claim by any such person.
