

MEDDINGS THERMALEC LTD

CONDITIONS OF SALE

1 GENERAL

Subject to any special conditions agreed to in writing these conditions only shall apply to and govern all contracts for the sale and supply of Goods and all other written, printed or standard terms are hereby excluded.

2 ACCEPTANCE

Orders based on our quotations are only officially accepted by us when our Acknowledgement of Order is issued.

3 PRICES

- (a) Prices are "ex-works" unpacked.
- (b) They are subject to change without notice at any time prior to acceptance of order by us.
- (c) All orders are accepted on the understanding that goods will be invoiced at prices ruling at date of despatch. Should these be in excess of prices current when the order was placed the customer will be duly notified.
- (d) Prices are exclusive of VAT, which will be charged at the rate ruling at the date of supply.

4 DELIVERIES

- (a) Delivery dates given in our quotations are subject to prior sales and also subject to confirmation at time of acceptance of order. All delivery times date from our acceptance of your official order and receipt of full instructions and information enabling us to proceed.
- (b) Whilst delivery dates are given in all good faith, they are not guaranteed and are also contingent upon strikes, accidents, government directives and other causes beyond our control.

5 TITLE

Ownership of machines and equipment does not pass to the purchaser until the invoice is paid in full.

6 DESPATCH

- (a) Customer will be responsible for all charges incurred through delay in taking delivery of the goods
- (b) In the event of goods not being received within ten days of the date of our invoice immediate notice must be given to us in writing.
- (c) All carriers' waybills should be endorsed "Condition of Contents Unknown".
- (d) Any damage, breakage or shortage must be notified to the carrier and ourselves within three days of receipt of the goods

7 WEIGHTS AND MEASURES

All specifications given in estimates or descriptive literature are subject to alteration without notice, are stated as correctly as possible, but are not guaranteed.

8 DEFECTS

All goods are guaranteed against defective workmanship and materials for a period of twenty four months from date of despatch. Parts which prove defective within this time under normal operations and service, when owned by the original user, will be replaced, but no claim for expenditure upon them or for consequential damage will be entertained. Replacements must be accepted as complete satisfaction of all conditions or warranties. Bought out components and proprietary items such as elements, timers etc., are not included in this guarantee but the purchaser will be entitled to receive from us all rights and benefits derived from any guarantee given to us by the manufacturers of such items.

9 LIABILITY

No liability can be accepted for any damage or loss either consequential or direct, whether to the purchaser or third parties that may arise after goods have left our premises. Any unauthorised modifications or additions to heater or control panel equipment or parts will invalidate our guarantee.

10 CANCELLATION OR SUSPENSION OF WORK

Requests for cancellations or suspension of work must be submitted in writing for consideration and we reserve the right to make cancellation or other charges where such are, in our opinion, considered necessary. Such charges will be based on the actual cost of work done, with appropriate overheads, and any special materials used or ordered and will include a sum equivalent to 15% of the contract price of the heaters or control panels. In the case of units built to customers special requirements cancellation or suspension of work cannot be considered when the machine is within five days of completion.

11 PAYMENT

Strictly 30 (thirty) days unless otherwise stated and arranged. We reserve the right to charge a 2% monthly compound interest surcharge, against invoices not paid within the agreed terms, and suspend further deliveries until all arrears (including interest) have been paid