

KEITH COLLIER ENGINEERING LTD

Terms of Trading

These Terms of Trading supersede all previous terms of trading and shall form the basis of any contract of sales entered into by Keith Collier engineering Ltd.

1. Keith Collier Engineering Ltd., hereby enters into a contractual relationship with the buyer (for example, an individual or company) requiring it's good or services.
2. The goods or services to be provided will be discussed and agreed with the buyer by Keith Collier Engineering Ltd.
3. The dimensions and specifications will be agreed with the buyer to include customary and reasonable tolerances according to manufacturers' recommendations. Qualifying projects will be certified to EXC2 unless otherwise stated. For products where compliance is required to meet the EN 1090 regulations, orders are accepted as defaulting to EXC2, unless otherwise specified in the Purchase / Sales Order / Specifications. If you have specified that this order is not for load bearing products and therefore does not need to be UKCA marked under the BS EN 1090 regulations, then this order is being accepted on that basis and is sold to you without compliance with those regulations. If no load bearing capacity is specified none shall be declared.
4. Keith Collier Engineering Ltd will provide an estimate when requested, including price of goods and services, installation costs and, where appropriate, VAT at the prevailing rate.
5. The buyer will send confirmation of acceptance of the estimate in writing and a timescale for completion will be formally agreed.
6. The buyer will ensure that there are suitable premises, necessary services and amenities, for example, electricity, to enable Keith Collier Engineering Ltd to undertake work at the agreed site.
7. (a) notwithstanding the passing of risk on delivery, the title to the goods shall not pass to the buyer until Keith Collier Engineering Ltd., have received payment in full (by cleared funds) for the goods and all other sums which are/or become due to Keith Collier Engineering Ltd., for sales of the goods or any other products to the buyer.
(b) if payment is overdue (or earlier in the circumstances described in Clause '8' below, Keith Collier Engineering Ltd., may recover any or all of such goods and may without let or hindrance enter the buyer's premises or site for this purpose.
(c) from the advised due date of payment until settlement is made, interest will be charged at the bank rate prevailing plus 3%.
(d) until title to goods has passed to the buyer, the buyer will keep Keith Collier Engineering Ltd's goods separate, clearly identifiable and in good condition, but without prejudice to the buyer's right to sell them in the ordinary course of business.
8. (a) unless otherwise agreed in writing, payment of all Invoices shall be made strictly nett by end of the month following the month of delivery or before. See Addendum 8A below.
(b) any extended credit indulgence or forbearance extended by Keith Collier Engineering Ltd to the buyer that is not subject to written agreement will not in any way prejudice their rights under clause 7 (b) and 7 (c).
9. If any information comes to the attention of Keith Collier Engineering Ltd that gives Keith Collier Engineering Ltd., cause to believe that the buyer's ability to pay is in serious doubt or being a limited company and resolution or petition to wind up it's business is passed, or if a receiver of any part of such company's assets shall be appointed, or an administrator is appointed, Keith Collier Engineering Ltd., will have immediate rights to recover their goods as stated in Clause 7 (b) before expiry of the standard credit terms notwithstanding any variance that had been agreed in writing to those terms (but subject to paragraphs 42 and 44 of schedule B1 of the Insolvency Act 1986) A 'Keith Collier Engineering Ltd'. proof of supply of any item will be deemed to be sufficient identification that the item is recoverable by Keith Collier Engineering Ltd., notwithstanding that the total value of goods recovered shall not exceed the total value of the debt.
10. The buyer shall examine the goods on delivery/completion and shall as soon as possible, but in any case within 3 working days, give notice to Keith Collier Engineering Ltd., of any claim in respect of damage to such goods or notice of any reason why the buyer does not wish to accept the goods for full payment, in the event of Keith Collier Engineering Ltd., agreeing to collect the goods, the buyer stands responsible for the safe care and full value of the goods for a further 7 days following the notification or until Keith Collier Engineering Ltd., have collected the goods, whichever is the sooner.
11. (a) **all assignable manufacturer's warranties and guarantees are passed to the buyer instantaneously with the passing of the title.**
(b) Keith Collier Engineering Ltd's liability for claims relating to the quality, conformity with description, fitness for purpose, or performance of goods supplied to the buyer shall under no circumstances exceed the invoice price of the goods.
12. **Notwithstanding clause 11, the goods are being sold "as is," and Keith Collier Engineering Ltd., disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.** The buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the goods and that no such statements or representations have been made. The buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the buyer has chosen to make and that Keith Collier Engineering Ltd., has afforded the buyer the opportunity for full and complete investigations, examinations and inspections.

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13. While Keith Collier Engineering Ltd endeavours to deliver goods promptly; no liability whatsoever can be accepted by Keith Collier Engineering Ltd., for any direct or indirect consequential or sub sequential loss resulting from late or non-delivery.
14. All goods supplied by Keith Collier Engineering Ltd., are supplied strictly on condition that manufacturers' recommendations regarding their use, storage and health and safety are strictly adhered to. Keith Collier Engineering Ltd., accepts no liability for any direct or consequential loss resulting from any user's failure to follow these recommendations. Data sheets are available on request.
15. Unless goods are validly rejected in accordance with Clause 4 above, Keith Collier Engineering Ltd., shall be under no obligation to accept a return of any goods accepted at the point of delivery and on completion unless Keith Collier Engineering Ltd., having inspected such goods, agrees in its absolute discretion to accept all or any such goods for return in which case Keith Collier Engineering Ltd., reserves the right to make a reasonable charge for accepting the return of such goods.
Notwithstanding the foregoing, Keith Collier Engineering Ltd., will not accept a return of goods which were supplied to special order or which are obsolete.
16. Goods are supplied by Keith Collier Engineering Ltd., only subject to these terms and the buyer accepts these terms govern all contractual relationships between them to the exclusion of any terms contained in any of the buyer's documents.
17. No employees or other person acting or purporting to act on behalf of Keith Collier Engineering Ltd., is authorized to agree or effect any alterations in these terms save that a director of Keith Collier Engineering Ltd., may in writing agree any amendments or alterations.
18. This contract is subject to English Law and the jurisdiction of English courts.
19. No contract shall subsist between Keith Collier Engineering Ltd and the Customer until the Company accepts by e-mail or post the Customer's Order.
Acceptance of an order will be deemed complete and effectively communicated to the Customer at the time and date that the Company sends an acceptance by either e-mail or post to the Customer. This contract will become effective from that moment.
20. Force Majeure: The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), collapse of building structures or failure of plant and/or machinery or restraints or delays affecting carriers or utilities or inability or delay in obtaining supplied of adequate or suitable materials, provided that if the event in question continues for a continuous period in excess of 28 days, the Customer shall be entitled to give notice in writing to the Company to terminate the contract.
21. Cancellation by the Customer shall only be accepted at the discretion of Keith Collier Engineering Ltd., and in any case on condition that any costs or expenses incurred by the Company up to the date of the cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company in writing.
22. The Declaration of Performance will be issued on full payment of Keith Collier Engineering's Invoice.

Addendum to Clause 8a:

All payments by the Buyer are due prior to the delivery of the goods ordered, unless Keith Collier Engineering Limited has approved a Credit Account for the Buyer, in which case payment is due by the end of the month following the month of delivery.