

STANDARD TERMS AND CONDITIONS OF SALE

PRELIMINARY

In these Conditions the following definitions shall apply unless the context otherwise requires: "Buyer" means the company or person to whom this quotation or acknowledgement of order is addressed; "Seller" means Prosep Filter Systems Limited "Goods" means the goods, materials, services or work (as the circumstances shall dictate) described on the face hereof.

FORMATION OF CONTRACT

Unless otherwise agreed in writing, no orders from the Buyer will be binding on the Seller unless received by the Seller in writing and acknowledged by the Seller in writing. The time of formation of the Contract shall be on despatch of goods by the Seller.

APPLICABILITY OF CONDITIONS

Orders are accepted subject to the following conditions only. If and to such extent as any provision contained in the Buyer's enquiry or order shall be inconsistent with these conditions, the latter shall prevail unless such provision shall have been specifically adopted by the Seller in writing. For the purpose of this condition the mere signing by or on behalf of the Seller of any printed form supplied by the Buyer shall not constitute the specific adoption of any such provision contained therein.

SPECIFICATIONS

All specifications, drawings and particular weights and dimensions submitted by the Seller are approximate only, and the descriptions and illustrations contained in literature and other advertising matter are intended only to present a general description of the goods described therein, none of which shall form part of the contract.

CONFIDENTIALITY

The Buyer shall keep confidential and not without the Seller's consent in writing disclose to any third party, any designs, drawings or information (whether of a commercial or technical nature) acquired from the Seller pursuant to any tender or quotation or under the contract.

FITNESS FOR USE

The buyer assumes responsibility that goods stipulated by him are sufficient and suitable for his purpose save in so far as any stipulations are in accordance with the Seller's written advice.

MATERIALS AND TESTS

The Seller undertakes to endeavour to supply in accordance with specified measurements but slight deviations there from shall be disregarded. If the Buyer shall require any tests (other than those specified in the contract) to be carried out on the goods, such tests shall be paid for by the Buyer in the addition to the contract price.

PRICES

All prices quoted in the Seller's literature and lists are subject to alteration or withdrawal without notice. Orders are executed at prices ruling at the date of despatch of the goods.

TERMS

All prices are strictly net cash and, where monthly account applies, payment must be made not later than the end of the calendar month following that in which goods are despatched or the services completed, and the Seller shall be entitled to charge interest at a rate four per cent above Bank of England Minimum Lending Rate from time to time in force on any sums are not so paid. The goods remain the sole property of the Seller until such time they are paid for in full. It being the responsibility of the Buyer to fully insure these goods to the benefit of the Seller until legal transfer of ownership is complete upon payment.

PACKING AND CARRIAGE

Packing cases, containers and the like and carriage may be charged for and are subject to the terms state in 'Terms;

LIMITATION OF LIABILITY

The Seller shall have no liability to the Buyer in the event of non-delivery or delay in delivery of the whole or any portion of the goods caused directly or indirectly by act of God, weather, war, act of Government, strikes or lockouts, fire, breakdown of machinery, non delivery or delay in delivery by the Seller's suppliers of goods or materials required, shortage of transport, general shortage of materials and restrictions in the use of power, or any other cause (whether or not ejusdem generis to the foregoing) beyond the Seller's complete control. In the event of any delay in delivery due to and of the aforesaid causes the time for delivery shall be extended to the extent of the delay caused. Limit of the Seller's liability on any ground whatsoever shall in all cases be the invoice value of the goods or services and the Seller shall in no circumstances be liable for loss of profit or other consequential loss of any kind whatsoever.

INSTALMENT CONTRACTS

If the contract provides for delivery of the goods by instalments and the Buyer shall have failed to pay by the due date for goods already delivered under the contract, then (without prejudice to any other remedies) the Seller shall be entitled: a) to suspend further deliveries under the contract so long as the buyer remains in arrears; b) to cancel the remainder of the contract if the default shall continue for 30 days after written notice referring to this condition shall have been given by the Seller to the Buyer requiring payment and in either case without prejudice to any remedies the Seller may have against the Buyer in damages or otherwise. Each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Buyer to cancel the same.

CONDITIONS, WARRANTIES AND DEFECTS LIABILITY

In lieu of any warranty, condition or liability implied or imposed by law, the Seller's liability in respect of any defect in or failure of the goods, or for any loss, injury or damage attributable thereto, is limited to making good by replacement or repair defects which under proper use appear therein and arise solely from faulty design, materials or workmanship, within a period of six calendar months after the original goods shall have been first despatched, at the termination of which period all such liability on the Seller's part ceases; providing always that such defective parts are promptly returned to the Seller free unless otherwise arranged. The repaired or new parts will be delivered by the Seller within British Railways free delivery area; or f.o.b at any British Port, delivery of such parts to be upon the same terms as stated in Clause 12. In the case of goods manufactured by a third party, the Buyer shall be entitled only to such benefits as the Seller may have under any guarantee given to it in respect thereof. The Seller gives no guarantee or undertaking that any goods will be suitable for any particular purpose or use (whether known to the Seller or not) and the Seller does not accept any liability arising from their failure, save as provided for above.

INDEMNITY

The Buyer shall indemnify the Seller against all damages penalties, costs and expenses which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any letter patent or registered design.

REMEDIES ON DEFAULT

If the Buyer shall make default in or commit a breach of the contract or of any other of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted to the Buyer's last known address any subsisting Contracts shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise.

LAW

These conditions and the Contract shall be subject to and construed in accordance with ENGLISH law. In the event of Court Proceedings, the dispute is to be resolved in this country on UK legal principles

Prosep Filter Systems Ltd
Unit G19, River Bank Way,
Lowfields Business Park, Elland,
West Yorkshire HX5 9DN

Phone: 01422 377367
email: sales@prosep.co.uk
www.prosep.co.uk

for all your filter requirements