

Conditions of Sale

We make offers and accept orders only upon and subject to the following Terms and Conditions which shall form part of any contract concluded between us to the exclusion of any Terms and Conditions except as specified on the face of our quotation or as otherwise in writing.

1. GENERAL

- a) All offers are made subject to acceptance within thirty days after the date of our quotation and to availability of the goods at the date of issue of our acceptance of order or confirmation of contract.
- b) Acceptance must be for goods as quoted by us. Drawings, photographs, specifications, dimensions and weights submitted must be taken as approximate only and do not form part of the contract, nor shall they be treated as constituting a representation that goods of that type will be supplied.
- c) All extras and accessories ordered but not specified in our quotation will be charged for separately as will the costs of all tests, alterations, additions and other work undertaken at the Buyer's request.
- d) Unless expressly accepted by us in writing any qualifications of these Conditions (whether in the Buyer's order or acceptance of our offer or otherwise) shall be invalid.
- e) No binding Contract will be created by the Buyer's acceptance of our offer until our written confirmation of the Contract has been despatched to the Buyer.

2. GUARANTEE

- a) Any goods or parts sold by us to the Buyer which are proved to Be defective through faulty materials or workmanship will at our option be either replaced or repaired free of charge (including delivery within the UK) provided that:
 - i) Notice in writing of the defect has been given to us within the following periods:
All Lathes – 15 months from date of invoice ex-works or 12 months from installation in the user's premises (based upon single shift working or 2000 hours per year), whichever is the sooner. Unless otherwise agreed during the Sale
 - ii) The parts complained of are returned to our works carriage paid together with full particulars of the alleged defect and the serial number of the machine, our invoice number and the Buyer's order number (if any).
- b) The guarantee contained in paragraph (a) of this condition does not extend to proprietary articles which are not manufactured by us but which are supplied with or incorporated in goods sold by us. Such articles carry only the manufacturer's guarantee (if any) and the Buyer's entitled to the benefit of that guarantee only so far as we have power to transfer it.
- c) The guarantee contained in paragraph (a) of this condition.
 - i) Will be invalidated if without our consent the Buyer makes or causes or allows any alterations or repairs to be made to the goods or its accessories not manufactured or supplied by us.
 - ii) Will be invalidated if the goods are used improperly, e.g. for non-turning purposes such as grinding or machining of materials such as graphite, ceramics and other non-metallic materials of an abrasive nature.
 - iii) Will be invalidated if the goods deteriorate due to storage in an unsuitable environment. Exposed bright metal parts must be inspected regularly to ensure satisfactory condition of preservatives.
 - iv) Will be invalidated if the goods have not been installed in accordance with the instruction manual procedures.
- d) Save as aforesaid there are excluded from the Contract with the Buyer all conditions, guarantees or warranties (including conditions, guarantees and warranties as to the capacity, quality, performance or description of any goods supplied by us or their suitability or fitness for any purpose) which but for these conditions of sale would or might be deemed to apply by reason or a representation whether express or implied and whether orally or in writing.
- e) Save as expressly provided in these Conditions we shall under no liability whatsoever in respect of any loss, injury or expense whatsoever arising from any defect in the goods and in particular (but prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense of any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects.

- f) The Buyer will indemnify us in respect of any liability, loss, claim or proceedings whatsoever arising whether under Statute or at common law in respect of any damage to property or the death or injury to any person caused by or by the use of any goods sold by us to the Buyer unless in the case of death or personal injury only, such death or injury shall be proved to have been caused by our negligence or that of our employees.
- g) Nothing in these conditions shall apply to exclude or restrict any liability which cannot be excluded or restricted by virtue of the Unfair Contract Terms Act 1977.

3. CHANGE OF SPECIFICATION

We reserve the right to make changes at any time and without notice in the materials, dimensions and designs of our products and such changes shall not affect the validity of any Contract between us and the Buyer.

4. PRICES

- a) Unless otherwise stated all prices quoted are for goods ex our works, packing and carriage costs will be charged as extras for the Buyer's account.
- b) All prices quoted are subject to alteration without notice to take account both of fluctuations in the cost of labour and materials which may occur in the course of manufacturing the goods and (where applicable) of alterations in Import Duty which may occur between the date of our quotation and the date of payment by the Buyer.
- c) We shall be entitled to adjust the price to take account of any delay on the part of the Buyer in supplying information required to complete his order or of any alteration made by the Buyer to specifications or other information supplied by the Buyer.

5. PAYMENT AND TITLE TO GOODS

It is a Condition of this Contract that payment is made on the following basis:

- a) U.K orders – Net cash with order.
- b) Overseas Orders – Confirmed irrevocable Letter of Credit established in London prior to shipment of the goods.
- c) In certain cases, by net monthly account payable in full within 30 days of invoice date. Such account will only be operated after credit investigations at our sole discretion have been satisfactorily completed.
- d) As set out in our quotation overleaf.
- e) Reservation of Title
 - i) Title to the goods shall not pass until we have received payment in full of the price of the goods and all other monies owing to us by the Buyer.
 - ii) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as our fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and the third parties and properly stored protected and insured and identified as our property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to us for the proceeds of sale of the goods and shall keep all such proceeds separate from any monies or property and third parties.
 - iii) Until such time as the property in the goods to the Buyer (and provided the goods are still in existence and have not been resold) we shall be entitled at any time to require the Buyer to deliver up the goods to us and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the goods are stored and repossess the goods.
 - iv) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain our property, but if the Buyer does so all monies owing by the Buyer to us shall (without prejudice to any other right or remedy which they may have) forthwith become due and payable.

6. DELIVERY AND RISK TO THE GOODS

We will use our best endeavours to comply with our quoted delivery dates but we will not be liable for any loss, damage, injury or expense either direct or indirect and including but not limited to loss of profit or liability to third parties which may be suffered by the Buyer by reason of late delivery of the goods from whatsoever cause such late delivery may arise.

Delivery in the U.K. shall be as follows:

- a) Goods sold 'Ex Works' will be despatched in accordance with the Buyer's instructions and the risk in such goods will pass to the Buyer from the time of loading at our works.
- b) Goods sold 'Delivered' will be despatched by whatever means of transport we choose unless a specific method of transport has previously been agreed in writing. The risk in the goods will pass to the Buyer when they reach the destination named by the Buyer and before unloading.

Delivery overseas shall be by the appropriate method stated in our Quotation, strictly interpreted in accordance with the definitions contained in INCOTERMS 1980, except that 'FOB' shall mean 'FOB Liner Terms'.

7. PACKING

Where goods are sold packed the extent of packing and/or protection necessary will be at our discretion. Any special packing stipulated by the Buyer will be charged to the Buyer's account. Any goods sent unpacked at the Buyer's request will be at the risk of the Buyer.

8. STORAGE

If within seven days after we despatch our notification to the Buyer that goods sold EX WORKS, F.O.B. 'Liner Terms' or F.A.S. are ready the Buyer does not make arrangements for the collection or storage of the goods we shall be entitled to arrange storage either at our works or elsewhere on the Buyer's behalf and all charges for storage and/or insurance shall be for the account of the Buyer.

9. LOSS OR DAMAGE IN TRANSIT

We accept no liability for loss or damage in transit except in the case of goods sold 'DELIVERED' and in such case our responsibility will be limited to replacing or repairing the missing or damaged goods or, at our option, refunding the purchase price. In any event no claim will be considered unless both the carriers and ourselves are notified in writing within the following time limits:-

- a) Goods by rail
In the case of damaged goods within three days after receipt and in the case of non-delivery within 21 days after the date of despatch as notified by us.
- b) Goods by Road Transport
In the case of damaged goods, immediately on receipt and in the case of non-delivery within seven days after the date of despatch as notified by us.

10. TRADE MARKS

The Buyer may not at any time erase, alter or deface our name or any of our trade marks or attach any other trade marks to the goods or juxtapose our trade marks with any other mark likely to cause confusion.

11. GOVERNING LAW

Any Contract between us and the Buyer shall be governed in all respects by the Laws of England except that the Uniform Law on the International Sale of Goods shall not apply either in whole or in part. The Buyer shall submit to the jurisdiction of the English Courts.

12. NOTICES

Where a notice is required to be served on us by the Buyer or on the Buyer by us such notice must be served in writing. Any notice to us shall be sent to the address given on the face of our quotation and any notice to the Buyers shall be sent to the Buyer at the address given in his order or acceptance of our offer. Where in these conditions a period is specified within which notice is to be given such notice must reach the party to which it is addressed within that period.

13. HEALTH AND SAFETY

The Buyer shall be responsible for ensuring that all Statutory, Government or Local Authority regulations are complied with in relation to any goods purchased from us. The Buyer shall ensure that all instructions, Handbooks, Notices and Warnings issued by us are properly understood and complied with at all times by all persons using the goods or working within close proximity to them.

14. CANCELLATION

The Buyer shall not be entitled to cancel the Contract or any part thereof nor to require delay in its performance without our written consent which will only be given on terms which will indemnify us against all loss.

15. ACCEPTANCE OF CONDITIONS

Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

16. SALE OF OUR PROPERTY

Notwithstanding the provisions of Condition 5, the Buyer shall be entitled to sell the goods in the ordinary course of the Buyer's business for market value and for our account. Such sale shall constitute and be a sale of our property.

17. LATE PAYMENT

We reserve the right at any time to charge interest on late payments with effect from the due date on a day to day basis (at an annual rate of 4% over the sterling base rate from time to time of National Westminster Bank Plc).



1 Union Works, Union Street
Heckmondwike, West Yorkshire, WF16 0HL

Tel : 01924 415000

Fax: 01924 415018

mail@colchester.co.uk

www.colchester.co.uk

18. COPYRIGHT

The copyright in our designs, data sheets, packaging and literature shall remain our property and no rights or licence (except as to the use for which our goods are supplied) shall be granted hereby whether express or implied.

19. DEFAULT

- a) In the event that the Buyer fails to make payment for the goods in accordance with Condition 5, or fails to take delivery of any of the goods supplied by us, then all sums outstanding in respect of the goods shall become due and payable immediately and we may in our absolute discretion and without prejudice to any other rights we may have:-
 - i) Suspend all future deliveries of the goods to the Buyer under the Contract in question or under any other Contract and/or terminate any such Contract(s) without liability upon our part, and/or
 - ii) require payment of interest on all amounts due at a compound annual rate of 4% above the Bank base lending rate for the time being prevailing from the date when payment for the goods in question became due to the date of actual payment.
- b) We may also exercise the rights set out in Condition 19(a)(i) and (ii) above in the event of the Buyer committing an act of bankruptcy, or if any bankruptcy petition is presented against the Buyer, or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or a receiver appointed over all or parts of its assets.



FM12345

Colchester Machine Tool Solutions
Trading name of 600 UK Limited.
Registered in England & Wales No. 144979
Registered Office:
Union Street, Heckmondwike, WF16 0HL, England