Any stipulated period of time for delivery shall date from the receipt by us of the Buyer’s written order to proceed or of all the necessary information, drawings etc., to enable us to put the work in hand, whichever be the later. Every effort will be made to keep to delivery dates but no liability can be accepted for the loss caused through delay. Unless otherwise agreed, a special charge will be made by us for any special delivery of goods ordered by the Buyer. In the case of period contracts calling for deliveries at stated intervals, if any variation in the delivery rate is required a minimum of one clear month’s notice must be given of any such variation. Should manufacture, despatch or delivery be delayed by war, fire, strikes, lockouts, civil commotion, accidents, defective material, or by the act or default on the part of the purchaser, or by any cause whatsoever beyond our reasonable control, a reasonable extension of time shall be granted.

Orders received and acknowledged by us shall not be subject to cancellation, either wholly or partially, without our consent, and delay in delivery or cancellation of customer’s contracts will not be regarded as constituting sufficient reason or cause for termination of the contract.

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1) General:
The acceptance of this tender includes the acceptance of the following terms and conditions. Notwithstanding any terms or conditions of purchase communicated by the Buyer to the Company at any time orders are only accepted on the foregoing terms and conditions of sale, and any variation thereof, or term or condition thereof (whether purported to be made or imported before or after the placing of the order) shall be binding on the Company unless expressly accepted by it in writing. Any concession or waiver made by the Company to the Buyer at any time shall not prejudice the exercise by the Company of its rights hereunder. An order may be deemed accepted by the Company when it is duly acknowledged in writing, orally or by conduct.

2) Cancellation:
Orders received and acknowledged by us shall not be subject to cancellation, either wholly or partially, without our consent, and delay in delivery or cancellation of customer’s contracts will not be regarded as constituting sufficient reason or cause for termination of the contract.

3) Quotations:
Quotations unless previously withdrawn shall be valid for a period not exceeding 30 days from their date of issue.

4) Delivery:
Any stipulated period of time for delivery shall date from the receipt by us of the Buyer’s written order to proceed or of all the necessary information, drawings etc., to enable us to put the work in hand, whichever be the later. Every effort will be made to keep to delivery dates but no liability can be accepted for the loss caused through delay. Unless otherwise agreed, a special charge will be made by us for any special delivery of goods ordered by the Buyer. In the case of period contracts calling for deliveries at stated intervals, if any variation in the delivery rate is required a minimum of one clear month’s notice must be given of any such variation. Should manufacture, despatch or delivery be delayed by war, fire, strikes, lockouts, civil commotion, accidents, defective material, or by the act or default on the part of the purchaser, or by any cause whatsoever beyond our reasonable control, a reasonable extension of time shall be granted.

5) Carriage:
Goods despatched from our Works are subject to Carriage and Packing charges.

6) Drawings etc.
All illustrations, preliminary drawings, specifications, and particulars of weights and measures submitted with this tender are approximate only, and the descriptions contained in our catalogues and other advertisement matter are intended merely to present a general idea of the goods and are not necessarily binding in detail.

7) Inspection:
Goods manufactured by us are carefully inspected and tested before despatch, facilities for inspection will be provided at our works. In the event of examinations being required during construction be an external authority, these will be charged for extra unless such examinations have been definitely specified and included in our tender. In any case, it is to be clearly understood that tests and inspections are not to delay the progress of work.

8) Erection:
This tender covers the terms of the specification only, and unless otherwise expressly stated, does not include any of the following:- Builders, Joiners, Masons, Plumbers, Painters, Electricians or any other trades works, supply and erection of scaffolding, ladders or moveable appliances, hoisting and lowering gear, fuel, water, gas or electric current, lighting, fees of District Surveyor, insurance inspectors or any other such fees. We have assumed a clear site, free from all obstructions and ease of access from road. Any expense or extra cost due to difficult, abnormal or unusual circumstances affecting transport, delivery or erection, not communicated to us before we tender, and not provided for in the tender, will be charged as an extra. The purchaser to be responsible for Employer’s Liability and Workmen’s Compensation of all labour they supply us on the contract, our responsibility extending only to any Superintendent and labour directly organised and paid by us.

9) Liability:

a) Whilst every endeavour is made to supply goods of sound workmanship and material, no guarantee or warranty is given or to be implied as to the soundness, workmanship, or efficiency of any article supplied for any purpose.

b) If any goods show defects arising solely from faulty materials and or workmanship, our liability shall be limited to repairing or replacing such goods, but no such liability shall arise unless notification of such defects is received by us within 30 days from receipt of goods. Save as aforesaid, all claims, liabilities and warranties express or implied by statute, common law or otherwise are excluded.

c) We shall be under no liability whatsoever for the cost of removing, fixing or for any other consequential loss or damage direct or indirect of whatsoever nature.

d) We can accept no responsibility for any drawing, design or specification not prepared by us, and submission of this tender does not constitute any warranty, guarantee, representation or opinion of the practicability of construction or of the efficiency, safety or otherwise of materials to be supplied or work to be executed by us in accordance therewith and the cost of any additional work caused by defects in any such drawings, designs or specifications shall be chargeable as an extra.

e) No case shall be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise however.