



terms & conditions of sale

1. a) All conditions are issued, goods supplied and orders accepted by PTE Plant Co ("the Company") subject to these conditions of sale which constitute the whole contract between the Customer and the Company.
b) The Company reserves the right to accept or reject an order in whole or in part.
c) Any provision stipulation or condition in the Customer's order form or elsewhere which conflicts with or in any way qualifies any of these conditions shall have no effect and these Conditions shall prevail.
2. Prices shall be quoted in pounds sterling unless other currencies are stated.
3. Any quotation made by the Company shall be valid for 30 days after the expiry of which it may be altered or withdrawn.
4. Prices quoted are exclusive of VAT.
5. Payment shall be made within 30 days of the invoice date unless otherwise stated on our invoice.
6. Unless otherwise agreed in writing delivery charges and packing shall be in addition to the prices quoted.
7. Delivery shall be effected when the goods shall be handed over to the Customer, his authorised agent or any person present on the Customer's premises who the person effecting delivery reasonably assumes to be so authorised or in the event of delivery being undertaken by an independent contractor, when the goods shall be handed over to the contractor or his authorised agent.
8. Delivery dates shall be subject to material and delivery facilities being available. Whilst every effort will be made to keep delivery dates, in the event of delayed despatch the Company shall not accept cancellation until at least 3 months have passed since the agreed date of delivery, nor shall the Company be responsible for any claims arising from delayed delivery.
9. In the event of any goods supplied by the Company being found to be defective the Manufacturer's terms and conditions of guarantee shall apply. The Customer shall return the goods carriage paid to the Company who shall handle such faulty goods on the Manufacturer's behalf and upon their instructions and shall in no way be held responsibly for any consequential claims.
10. Customers may return goods at the discretion of the Company within 30 days of delivery providing the goods are unused and in their original packaging and are suitable for sale. A returns handling charge of 15% of the purchase price will be charged to the Customer unless replacement goods to a value exceeding the value of the returned goods are ordered for immediate delivery. All carriage charges resulting from the return of goods will be borne by the Customer.
11. Any claims regarding quantities and/or loss and/or damage in transit shall only be considered if made within seven days from receipt of the goods or within twenty one days of the date on which the goods should have been delivered whichever is the soonest. In the case of damage in transit and on specific instructions from the Company the Customer shall return the goods securely packed in the original packing carriage paid quoting the Customer's advice note giving the reason for return and the number and date of the Company's invoice.
12. Risk of damage to and loss of value of the goods shall pass to the Customer on delivery. The title in the goods delivered shall not pass to the Customer until payment for the goods has been received by the Company in full and the Customer shall not pledge, charge or otherwise encumber them. The Customer shall be solely responsible for the safekeeping of goods after delivery. The Customer may sell such goods in the ordinary course of its business provided that the proceeds of sale shall belong to the Company to whom the Customer shall account on demand. The Company reserves the right in its absolute discretion at any time to revoke the Customer's power of sale forthwith by notice in writing and shall thereupon be entitled to enter upon any premises for the purpose of removing its goods.
13. If the Customer is notified that any goods are due and ready for delivery and shall not thereupon accept delivery of the same the goods shall (without prejudice to any other consequences) be stored at the Customer's risk and expense at a reasonable charge but for the purposes of determining the due dates of payment and the passing of risk the goods shall be considered to have been delivered when first tendered.
14. Each delivery shall operate as a separate contract. Should the Customer fail to pay on the due date the price of any delivery the Company shall be entitled to suspend further deliveries until payment or to treat the contract as wrongfully repudiated by the Customer without prejudice to its right of payment for any goods delivered and to damages for the Customer's breach of contract. The Company shall be entitled to interest on any unpaid purchase price from due dates until payment at the rate of 3% over NatWest Bank plc base lending rate prevailing during each period.
15. In the event of the Customer being an individual or a firm becoming insolvent or having a receiving order made against him or being a limited company having a Receiver appointed or going into liquidation (other than for the purpose of reconstruction or amalgamation of a solvent company) the contract shall forthwith determine without prejudice to the Company's right to payment of the price of delivered goods and any damage it might suffer in consequence of such determination and of its rights under Condition 12 hereof.
16. The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach shall operate as a waiver or any subsequent breach.
17. The Company shall not be responsible for any loss or damage or delay caused directly or indirectly by strike, lock-out war, civil commotion, force majeure or any other interference with the carrying out of an order for the supply of goods or for repairs or any other work and the cost of any repairs or replacement which may be rendered necessary by any such matters shall be borne by the Customer.
18. The Contract between the Company and the Customer shall be subject to English law and the Company and the Customer irrevocably submit to the non-exclusive jurisdiction of the English Courts.

