

Electric Motors And Gearboxes Ltd

Terms And Conditions Of Business

1 : General

In these Terms And Conditions Electric Motors And Gearboxes Ltd, shall be referred to as "the company" and materials or services supplied by the company shall be called "goods". Companies or individuals ordering goods shall be referred to as "the client". The ordering of goods from the company will be considered as acceptance of these conditions, and where any conditions of purchase by the client conflict, these conditions shall apply.

2 : Client Credit Accounts

Prospective clients wishing to apply for credit facilities with the company, should supply in writing the full name and address of 2 (two) trade referees plus banking details, in accordance with our account application form. In opening this account, it is agreed that the client is properly trading in the name given. Should this not be the case, the individual signing the account application will be deemed responsible for payment.

3 : Quotations

All quotations shall be valid for a minimum of 30 (thirty) days unless otherwise stated in writing by the company.

Should quoted goods be ordered by the client beyond the 30 day quotation deadline, the company reserves the right to a : offer the client another quotation or b : supply goods to the client at its' own discretion.

4 : Orders

Client orders sent to the company via telephone instruction should be clearly defined as such. Any additional expense incurred by the company as a result of duplication of a client order will be charged to the client. Client orders and instructions should be confirmed by fax, post or email. Any errors or omissions arising from verbal instructions will not be accepted as valued reason for non-payment. Manufacturer's production times are subject to confirmation by the company at time of order, or on receipt by the company of a manufacturer's order acknowledgement.

We reserve the right to change production and completion times without notice.

Goods incorrectly ordered by the client may be returned to the company. Any return of goods in this instance shall be subject to a restocking charge up to a certain percentage of the invoice value of the returned goods. Any carriage or transport costs involved in the return of goods incorrectly ordered by the client shall be met by the client.

Test certificates, commissioning of equipment and on site visits are not included unless stated.

It is the responsibility of the client requesting any additional work to supply a covering order to the company for that work.

If no order is received, the job will be invoiced using the client contact name as the official order.

Alteration to standard equipment will be at the client's own risk.

Consequential loss is specially excluded

5 : Carriage And Delivery / Installation

The company normally makes no charge for delivery within a specified area, details of this delivery boundary is available on request. The company reserves the right to charge for delivery outside this area and for low value orders. If goods have been specially purchased by the company, it reserves the right to pass on to the client any carriage charge made by its supplier.

Delivery/installation dates are promises made in good faith by the company and every effort will be made to fulfill the timescale, however this will not amount as a contractual obligation to deliver/install at the time quoted.

The company will accept no liability for direct or consequential loss or damage arising from any delay, howsoever caused.

Carriage/packing and delivery charges are not included unless otherwise stated.

The goods that the company has delivered to the client, either in person or via carrier must be inspected on delivery or signed for as not inspected. Any defect must be reported to us by phone, fax or e-mail (preferably with accompanying photographic evidence), detailing the damage within 72 (seventy two) hours of receipt of the goods. Failure to do so will result in the company not accepting liability, there are no exceptions to this rule.

6 : Loss In Transit, Delivery Shortages or Damage

The company will (when the quoted price given includes delivery), repair or replace free of charge any goods damaged in transit provided that the carrier and the company receive written notice of such damage within 72 hours of delivery. Goods should be checked upon receipt, along with any advice notes enclosed with the goods. Any received in a damaged or unsatisfactory condition must be signed as such by the client.

Delivery shortages must be notified to the carrier and the company within 3days of delivery, no liability will be accepted by the company should the client fail to notify.

Non-delivery of goods must be reported in writing to the company within 3 days of receipt of invoice or advice of dispatch, whichever is the earlier.

Faulty or incorrect goods must be reported within 3days and returned to the company for inspection free of charge.

Faulty goods are subject to the manufacturer's conditions of sale.

7 : Return Of Goods

Goods correctly supplied to the client may not be returned without an authorised returns number. Any goods supplied to special requirements cannot be accepted for return by the client to the company under any circumstances, in other instances a restocking charge will be made. Goods returned by agreement with the company must be consigned carriage paid and be accompanied by full details stating the invoice number date together with the reason for return.

8 : Value Added Tax (VAT)

Where applicable value added tax will apply at the rate ruling of dispatch day and/or installation. Quotations made to the client are net and exclusive of VAT

9 : Payment

All accounts are delivery month plus 30 days from invoice date unless specifically authorised in writing prior.

Discounts given are subject in 30 days or 60 days if confirmed in writing. Failure to pay within its period may result in discount being withdrawn.

The company at its discretion reserves the right to charge interest on client accounts outstanding beyond that specified in these conditions, in accordance with the late payment of commercial debts act 1998.

The company also reserves the right, in the case of failure by a client to pay for any goods or any delivery or installation, to suspend delivery of any order or part thereof without liability until such payments have been paid in full.

All queries with invoices must be reported in writing by fax, letter or e-mail within 14days. Failure to do so will prevent proper and timely investigation which may result in no action being taken by the company.

Accounts not paid within our terms & conditions will be passed to our collection agency and will be subject to a collection charge and interest.

Certain goods and services are subject to our Terms A Conditions of business.

Right of set off is specifically excluded from our terms.

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10 : Title

Until full payment has been received by the company for all goods supplied (and any services rendered in connection therewith) it is expressly stated that title in such goods remains with the company but the risk therein passes to the customer at the time of delivery.

11 : Debt Collection

The company reserves the right in the case of the client's failure to pay for any goods in accordance with these terms and conditions of business, to pass on to the client all costs incurred in the recovery of such debts by the company.

12 : Warranty

The client shall have the benefit of any warranty of the manufacturers in respect of materials supplied, provided that notice shall have been given by the customer to the company in sufficient time to enable the manufacturer to be notified within any time limit bid down by his conditions of supply. With regard to the service, provided that notice as been given by the client to the company as soon as reasonably possible and in any event within seven days of any defect being discovered the company will, if satisfied that a defect in the service exists and was not caused in whole or part by any matter action or occurrence outside of the control company shall, in its sole discretion remedy the defect. New equipment supplied has a warranty of 12 months unless otherwise stated by the manufacturer or the company. All warranties shall commence from completion date or delivery date whichever is sooner.

Stored goods, the company will not extend any warranty for goods /services provided beyond the above terms if the goods or services have been put into use at the time of supply.

If the company is asked to store the goods for a fee, then the warranty will not start till the goods are supplied to the customer subject to the agreement of the manufacture.

13 : Liability

The company shall not be liable for any defect or loss arising directly or indirectly from compliance with any drawing design specification or order of client. The company will accept liability for any loss or damage sustained by the client as a direct result of any negligence on the part of the company but the company shall not be responsible for any consequential loss or loss of profit sustained by the client. The client shall indemnify the company for the failure of any electronic equipment/software/telephones etc that is time or date dependant. The company reserves the right to pass on any claims to its insurance company and specifically excludes any right of set off involving a valid notice.

14 : Errors And Omissions

The company reserves the right to amend any accidental error and omission without liability.

15 : Applicable Law

Unless otherwise agreed by the company in writing these conditions in all respect be constructed and operated as an English contract, In conformity with English Law