

UEP Switchgear Ltd Conditions of Sale

1. GENERAL. The acceptance to our tender includes the acceptance of the following terms and conditions.
2. VALIDITY. Unless previously withdrawn, our tender is open for acceptance within the period stated therein or, when no period is stated, within thirty days only after its date.
3. ACCEPTANCE. The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the tender prices to cover any increase in cost which has taken place after acceptance. Any samples submitted to you and not returned to our works within one month from date of receipt shall be paid for by you.
4. PACKING. Unless otherwise specified in our tender, all packing cases, skids, drums and other packing materials must be returned to our works at your expense and in good condition within one month from date of receipt. If not so returned they will be charged for.
5. LIMITS OF CONTRACT. Our tender includes only such goods, accessories and work as are specified therein.
6. DRAWINGS, ETC. All specifications, drawings, and particulars of weights and dimensions submitted with our tender are approximate only, and the descriptions and illustrations contained in catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract. After acceptance of our tender a set of certified outline drawings will be supplied on request.
7. INSPECTION AND TESTS. Our products are carefully inspected and practicable, submitted to our standard tests at our works before despatch. If tests other than those specified in our tender or tests in the presence of you or your representative are required, these will be charged for. In the event of any delay on your part in attending such tests after seven days' notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.
8. PERFORMANCE. We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them, subject to any tolerances specified or agreed to by us, in an agreed sum as liquidated damages. If the performance figures obtained on any test provided for in the contract are outside acceptance limits specified therein you will be entitled to reject the plant. Before you become entitled to claim any agreed liquidated damages or to reject the goods we are to be given reasonable time and opportunity to rectify their performance. If you become entitled to reject goods, we will repay to you any sum paid by you to us on account of the contract price thereof and any sum that may have accrued due to you in respect of delay in despatch under Clause 9 up to the date of such rejection. You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose save in so far as your stipulations are in accordance with our advice.
9. LIABILITY AND DELAY. Any times quoted for despatch or delivery are to date from receipt by us of a written order to proceed and of all necessary information and drawings to enable us to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from you or by any industrial dispute or by any cause beyond our reasonable control. Our liability under this clause shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any particular purpose of the goods, and save as provided in this clause we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith. Any time described as an estimate shall not be construed as a fixed time quoted for the purpose of this clause.
10. VARIATIONS. In the event of variation or suspension of work by your instructions or lack of instruction, the contract price shall be adjusted accordingly.
11. DELIVERY. Unless otherwise specified in our tender, the price quoted includes delivery by any method of transport at our option. Unless otherwise specified, we shall not be responsible for offloading.
12. LOSS OR DAMAGE IN TRANSIT. When the price quoted includes delivery other than at our works, we will repair or at our option replace free of charge goods lost or damaged in transit, provided that we are given written notification of such loss or damage.
13. TERMS OF PAYMENT. Unless otherwise agreed, payment in full shall be due for goods on notification by us that they are ready for despatch.
14. STORAGE. If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
15. DEFECTS AFTER DELIVERY. We will make good, by repair or at our option by the supply of a replacement, defects which, under proper use appear in the goods within a period of twelve calendar months after the goods have been delivered and arise solely from faulty design (other than a design made, furnished or specified by you for which we have disclaimed responsibility in writing), materials or workmanship, provided always that defective parts have been returned to us if we shall have so required. We shall refund the cost of carriage on such returned parts and the repaired or new parts will be delivered by us free of charge as provided in Clause 11 (Delivery). Our liability under this clause shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any particular purpose of the goods, and save as provided in this clause we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith. Provided however that nothing in this clause shall operate to exclude any warranty or condition implied by law as to the quality of the goods in the event that the goods when sold by any person or persons to whom you may sell the goods shall become the subject of a consumer sale as defined in the Supply of Goods (Implied Terms) Act, 1979 except to the extent that any claim under such warranty or condition shall have arisen from any act or omission by you or by any other person or persons selling the goods by way of a consumer sale.
16. PATENTS. We will indemnify you against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright (published at the date of the Contract) by the use or sale of any article or material supplied by us to you and against all costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to us, or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by us. And provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You on your part warrant that any design or instructions furnished or given by you shall not be such as will cause us to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of your order.
17. LIABILITY FOR ACCIDENTS AND DAMAGE. If we, our agents or sub-contractors are on site for the purposes of the contract then, notwithstanding the provisions of Clause 15 we will indemnify you against direct damage or injury to your property or person or that of the others occurring while we are working on site to the extent caused by the negligence of ourselves, our sub-contractors or agents, but not otherwise.
18. ARBITRATION. If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within thirty days of receipt of such notice, some person appointed by the President for the time being of the Institution of Electrical Engineers.
19. LEGAL CONSTRUCTION. Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English Law.
20. STATUTORY AND OTHER REGULATIONS. If the cost to us of performing our obligations under the contract shall be increased or reduced by reason of the making or amendment after the date of tender of any law or of any order, regulation, or bye-law having the force of law that shall effect the performance of our obligations under the contract, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.
21. FAILURE TO PAY. In the event any amount payable by you to us under the contract is improperly delayed we may without prejudice to any other right, charge you interest at a rate of two percent above the base rate current at Barclays Bank PLC and by giving notice to you in writing suspend our performance of the contract and by further notice to you in writing terminate the contract.
22. BANKRUPTCY. In the event you commit an act of bankruptcy or being a company commit an act in respect of which a petition for a winding up order may be presented or if a petition for voluntary winding up is brought against you we may forthwith by giving you notice to you in writing suspend our performance of the contract and unless we receive a guarantee acceptable to us for the due and faithful performance of the contracted by you or by any person in whom the contract may become vested we may terminate the contract. In either case we shall be entitled to the amount of any loss, damage or expense we suffer as a result of the aforementioned event.
23. PASSING OF TITLE.
The goods shall remain our sole and absolute property and we shall remain legal and equitable owner until such time as you shall have paid us the agreed contract price. Risk in the goods shall pass to you immediately upon delivery but until such time as you become owner of the goods –
(i) You will store the goods on your own premises separately from your own goods and those of any other person and in a manner which makes them readily identifiable as our goods.
(ii) You acknowledge that you are in possession of the goods solely as bailee of us and in a fiduciary capacity.
(iii) You are licensed by us to agree to sell on our goods or any product produced from or incorporating our goods subject to the express condition that the entire proceeds thereof are held in trust for us and are not mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as our monies.
(iv) We may for the purpose of recovery of our goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
24. HEALTH AND SAFETY AT WORK, ETC. ACT 1974. You must ensure that in relation to any goods supplied by us all of the relevant provisions of the Health and Safety at Work Etc. Act 1974 are complied with. In particular, you must ensure that instructions as to the use of any goods supplied by us are clearly displayed and that adequate information is passed to all persons concerned about the conditions necessary for the safe use of such goods. It is assumed by us, the sellers, that all goods supplied are installed, commissioned and maintained by, or under the supervision of competent persons, in accordance with good engineering practice and as laid down in statutory requirements and in accordance with I.E.E. regulations.
25. EXPORT REGULATIONS. Due to the advanced technology incorporated into some of our products, export licensing may be required. Please refer to us if in doubt.