

TERMS AND CONDITIONS

General

All orders are subject to these conditions of sale and the placing of an order by the purchaser shall be considered as acceptance of these conditions.

The conditions below may not be modified unless Loxton Installations Limited, here after referred to as 'The Company' agree in writing, The Company shall not be deemed to have accepted any other conditions by failing to object to provisions contained in any purchase order or other communication from the buyer.

No employee has the authority on behalf of The Company to vary conditions except for the director of The Company.

Validity Of Quotation

"The Company" has the right to refuse the purchaser (Customer) acceptance of a quotation if the order should be placed outside of the stated validity period (usually 30 days). There will be no binding contract between the purchaser and The Company until notice of acceptance of the offer has been received in writing. Should the works not commence within 60 days from the date of the Order being received, the Company reserves the right to requote the work should an increase in the cost of materials or labour prove to be significant enough to warrant a requote.

Request for Works without Quotation

If work is undertaken on a daywork basis, a quotation will be issued after completion of works in order for purchaser to provide an Order.

New Accounts

If a prospective customer wishes to open a credit account 2 trade references will be requested and one banker's reference. Until the opening of a credit account has been confirmed a remittance should accompany the order, otherwise deliveries will not be made until after the references have been approved.

Payment Terms

Accounts are payable 30 days upon the date of the invoice. When the credit terms are exceeded "The Company" reserves the right to remove employees and materials from site until satisfactory payment has been made. "The Company" reserves the right to refuse credit at any time and demand immediate payment of all monies owed. No receipts will be issued against payments unless requested.

"The Company" at its own discretion reserves the right to charge interest at 8% above the base rate in line with the current European Directive on accounts outstanding beyond the time specified in this condition of sale (usually 30 days). "The Company" can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

In the event of a project which has an extended timeframe, or is delayed for whatever reason, and against which "The Company" may have incurred costs, it is considered reasonable these costs may be claimed by way of a stage payment prior to project completion.

Credit

Contracts may be subject to "The Company" being satisfied as to the purchasers credit worthiness and without prejudice to the generality of the purchaser, "The Company" may at its discretion having informed the purchaser that the goods are ready for delivery, refrain from delivering goods until such time as payment to the company has been made.

Orders

All orders sent in confirmation of telephone instructions should be clearly marked as such, additional expense which may be incurred by "The Company" as a result of a duplication of order will be passed onto the purchaser for payment.

Delivery

A delivery date is a date given in faith by “The Company” to deliver the goods but will not amount to any contractual obligation to deliver at the time or the date stated, no liability for direct or consequential loss or damage arising from delay in delivery will be accepted by “The Company”.

“The Company” does not usually charge for carriage but reserves the right to do so if an outside carrier is used.

Title of Goods

“The Company” and the purchaser expressly agree that until “The Company” has been paid in full for the goods supplied, the goods remain the property of the company although the risk therein passes to the buyer at the point when delivery is made. The Company may recover those goods at any time in his possession if the amount is outstanding.

Damage in Transit

“The Company” when quoting a price includes for delivery. Repair or replacement of charged goods damaged in transit will be replaced free of charge, provided that the carriers and “The Company” receive written notification of such damage within 3 working days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such.

Warranty

“The Company” will only give a warranty when asked for in writing and only issued to a specific component.

Descriptive Matter and Illustrations

All descriptive specification, drawings and particulars of weights and dimensions issued are approximate and intended only to represent a general idea of goods to which they refer and not form part of the contract.

Bankruptcy

In the event of a purchaser committing any breach of contract with “The Company” or distress or execution is levied upon the goods of the purchaser or if he offers to make any arrangements with or for the benefit of the creditors, commits any attempt of bankruptcy or being a limited company has a receiver appointed of its undertakings or assists of any part thereof or, for the purpose of a reconstruction of amalgamation without insolvency, goes into liquidation, the company is thereafter allowed to suspend all further deliveries until the fault is made good or to determine the contract or any unfulfilled part thereof, or at “The Company’s “ option to make partial deliveries.

Value Added Tax

When chargeable VAT is charged at the rate applicable at the date of despatch. Cash settlement discount is not available on VAT.

In line with Reverse Charge VAT, we will assume you are an end user or intermediary supplier unless you inform us that you are not.

Legal Construction

Unless otherwise agreed by “The Company” in writing, these conditions shall in all respects be construed and operate as an English Contract, in conformity with English Law.