

BYPY Hydraulics & Transmissions Ltd

Terms & Conditions of Sale

1. TITLE

(i) The risk in the goods shall pass to the customer on delivery.

(ii) Until full payment has been received by the company for all goods whatsoever supplied and all services rendered at any time by the company to:-

(a) Property in the goods shall remain in the company.

(b) Should the customer convert the goods (or any of them) into a new product whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions the conversions shall be effected by the customer solely as agent for the company who shall have the full legal and beneficial ownership of the new products.

(c) The customer shall store the goods and the new products separately and in such a way that they can be readily identified as being the property of the company.

(d) Subject to (e) and (f) below the customer shall be at liberty to sell the goods and the new products referred to in (b) above in the ordinary course of business on the basis that the proceeds of sale belong to the company to whom the customer shall account on demand provided that the customer shall have no authority to enter into any contract of sale on behalf of the company and any contract of sale shall accordingly be concluded in the name of the customer.

(e) The company may at any time revoke the customer's power of sale by notice to the customer if the customer is in default for longer than seven days in the payment of any sum whatsoever due to the company (whether in respect of the goods or any other goods supplied or services rendered at any time by the company to the customer or for any other reason whatsoever) or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted by the customer in favour of the company is dishonoured on presentation for payment or if the company has bona fide doubts as to the solvency of the customer.

(f) The customer's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the customer or a winding up order is made against the customer or the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.

(g) Upon determination of the customer's power of sale under (e) or (f) above the customer shall place the goods and the new products at the disposal of the company who shall be entitled to enter upon any premises of the customer for the purpose of removing such goods and new products from the premises (including severance from the realty where necessary).

(iii) Where payment is made by means of a Bill of Exchange, cheque or other negotiable instrument the company shall be deemed not to have received payment for the purpose of sub-clause (ii) until the Bill of Exchange, cheque or instrument has been honoured on presentation for payment notwithstanding that the company may have negotiated it and received value thereof.

2. TENDERS

All tenders are in the nature of a quotation by the company and no contract in pursuance thereof shall be concluded until the customer's order in pursuance of the tender shall have been accepted by the company. No acceptance shall be binding upon the company unless it is on the company's printed form of acceptance of order and such acceptance shall under no circumstances constitute the acceptance of any conditions, warranties or stipulations imposed by the customer. Tenders include only such material, accessories and work as are specified therein and the company reserves the right to correct any clerical errors at any time.

3. PACKING AND DELIVERY

All cases and other packing materials are the property of the company and are returnable at the expense of the customer at the request of the company, and if not returned in good condition within 30 days of such request shall be paid for by the customer.

The customer may indicate any special method of delivery desired and the company will endeavour to comply with such delivery instructions, but the company will in no circumstances accept any responsibility or liability whatsoever in respect of goods despatched by the company which for any reason are not delivered to the customer.

Whilst the company will endeavour to comply with any stipulation as to time, time for delivery shall not be of the essence of the contract and the company shall accept no liability for loss direct, indirect or consequential arising from failure of or delay in delivery.

4. DESCRIPTION OF GOODS

The description of the goods that appear on the company's invoice includes that the goods shall be in that condition in which they are on delivery to the customer.

5. DAMAGE IN TRANSIT & NON DELIVERY

The company will replace (or at their discretion) repair free of charge all goods damaged in transit provided that the customer shall notify the company and the carrier of such damage within three days of delivery and provided that the customer shall return such goods free of expense to the company's works within one month of such report. Part delivery only must be notified to the company within three days of delivery and non delivery within seven days. Except as provided by this clause the company will accept no liability whatsoever arising out of non-delivery or damage to goods in transit.

6. GUARANTEE AND GENERAL LIABILITY

Subject to the customer's obligations under clause 10 having been performed, the company undertakes to repair or replace free of charge (if delivered to the company's works, carriage paid by customer) any part or parts manufactured by it which are shown to the company's satisfaction to be defective due to faulty materials or workmanship, within 12 months of the date of despatched.

The company's liability for parts not manufactured by the company shall be limited to such guarantee (if any) as the manufacturer shall have given the company.

Failure to pay in accordance with clause 10 renders any guarantee null and void.

Subject as mentioned above the company gives no warranty and no condition or warranty shall be implied whether under the Sale of Goods Act 1893, or otherwise, as to the fitness of goods for any particular purpose, or as to their quality or otherwise, and in particular no such warranty condition or guarantee of any description is given or implied in respect of refractory materials or other goods subjected to high temperatures.

The company shall not be responsible for any damage or injury direct, indirect or consequential, to the customer, or to others, or to any property, caused by or arising out of or in connection with advice given, the supply of the goods, or the installation, repair or maintenance of any plant, goods or materials notwithstanding that the same may be due to negligence on the part of the company or their employees or agents, or to any defect inherent latent or otherwise, which may be, or which may subsequently develop, in plant, goods or materials supplied by the company.

7. DRAWINGS AND SPECIFICATIONS

In all cases where the company undertakes design or layout work or advise to customers, all drawings, specifications, descriptive matter and dimensions are to be treated as approximate only.

8. PERFORMANCE

All figures in relation to performance are based on experience and are accurate to the best of the company's belief but no liability for failure to obtain any specified performance will be accepted by the company unless performance has been specifically guaranteed. The company's liability under any such guarantee shall be limited to accepting the return of the equipment proved to be faulty, and the refunding of any cash paid. The customer shall afford the company full opportunity to remedy any failure to fulfil the performance specifically guaranteed. The customer relies on his own skill and judgement as to the capacity and performance of the goods as ordered being sufficient and suitable for his purpose and the company accepts no liability in this connection.

9. PRICES

All prices are quoted ex the company's premises and the customer shall pay for the delivery costs. Prices quoted in the company's price lists are those ruling at the date of printing. They are not to be taken as a firm quotation and are liable to alteration without notice. Goods will be invoiced at price ruling at date of despatch.

10. PAYMENT

Payment shall be cash with order, or arrangements for credit having been made, no later than the last Friday of the month following the month of despatch. Any credit card details taken are dealt with in accordance with the Data Protection Act 1998. Any details given on the website reside within our secure server.

11. RETURNS

The following information must be supplied with all goods returned under guarantee otherwise no credit can be considered:-

- Date of supply and invoice number relating to the unit to be returned.
- Returns Authorisation number provided by the company.
- The company's invoice number on which the replacement was supplied, where applicable.

Goods (other than return's under guarantee) once delivered may not be returned unless prior authorisation has been given in writing. Authorised returns may be subject to a restocking charge.

12. CANCELLATION

Orders once accepted by the company may not be cancelled.

13. REPAIRS, SERVICING OR OVERHAUL OF EQUIPMENT

This condition applies when the company undertakes any repair, servicing or overhaul of equipment. In the execution of all orders for repair, servicing or overhaul of customer's equipment, the company gives no guarantee in respect of such service. The company will not be responsible for any damage or injury, direct or indirect or consequential, to the customer or to others or to any property caused by or arising out of or in connection with advice given, services rendered or the supply of goods, plant or material, or the installation, repair or maintenance of the same notwithstanding that such damage or injury may be due to negligence on the part of the company or their employees or agents or to any defect in any equipment so repaired, serviced or overhauled.

14. OFFLOADING

Where necessary it is the customer's responsibility to provide suitable offloading facilities.

15. FINANCE ACT 1971 SECTION 29-31

The company is a properly registered company within the meaning of the above act and therefore deductions in respect of tax should not be made.

16. V.A.T.

All prices are exclusive of V.A.T.

17. PRIVACY POLICY

The company do not disclose buyers' information to third parties other than when it is necessary to meet the conditions of a customers order – in such a case the third party will not disclose any of the details to a further party. Any customer details taken on our website are used to;

- Take and fulfil the customers order or enquiry.
- To allow access codes to be issued for our technical library.
- To advise customers of developments within the company ,its' products, procedures and personnel.

18. LEGAL CONSTRUCTION

This contract shall operate as an English contract and shall be construed and be enforceable only in conformity with English Law.

19. DEFINITIONS

For the purpose of these conditions "the company" shall mean BYPY Hydraulics & Transmissions Ltd., "the customer" shall mean the person firm or company to whom the company agrees to sell or supply the goods and "the goods" shall mean the goods that are subject to any contract of sale or supply between the company and the customer.

Signed for and on behalf of :-

Signature

Position

Print name

Date