

P.C.S. (Welding) Ltd TERMS & CONDITIONS

CONDITIONS OF SALE

The following standard conditions shall govern all transactions except as otherwise specifically stated. The "Company" is PCS (Welding) Ltd.

1 QUOTATIONS

Quotations are subject to confirmation on receipt of order, such confirmation shall be deemed an acceptance of order.

2 Terms

- (A) Terms of Payment are strictly nett 30 days.
- (B) Any discounts given are subject to receipt of payment within foregoing terms
- (C) The Company reserves the right to charge interest on overdue accounts, the rate will be calculated at 5% above the base rate, as published by Barclays Bank plc, on a daily basis.
- (D) Orders with a nett invoice value of less than £10.00 are subject to a minimum order payment value of £10.00.
- (E) An order cannot be cancelled after acceptance except by mutual agreement and then only on terms, which would fully indemnify the Company.

3 DELIVERY AND PASSING OF PROPERTY AND RISKS

- (A) The goods shall be delivered as soon as ready.
- (B) While every effort will be made by the Company to effect delivery in accordance with any pre-arranged dates, no guarantee as to dated delivery is to be implied and the Company will not accept liability for any loss or damage occasioned by delay in delivery however caused.
- (C) Delivery shall be deemed to be effected and risk in the goods shall pass to the buyer after the goods have been dispatched to or collected by the buyer.
- (D) Sale or return goods shall be deemed to be the property of P.C.S. until full and final settlement is made against the goods.

4 WARRANTIES

- (A) The Company warrants that the goods delivered to the buyer shall be of merchantable quality and shall comply with the specification of description referred to in the contract. The Company's liability under the said warranty is limited to the price of the goods proved to be defective, and for this purpose the price shall be deemed to be the price the goods invoiced less that portion of the invoice which relates to the packing and delivery charges.
- (B) Save as the aforesaid all express or implied conditions statements or warranties, statutory or otherwise, as to quality or correspondence with description or sample or fitness for any purpose of the goods are hereby expressly excluded and to ensure that the goods are suitable for any particular purpose they should be tested before use or resale.
- (C) All recommendations and advice given by the Company or its servants or agents to the buyer or the servants or agents of the buyer as to the mode of storing, applying or using the goods are given without liability on the part of the Company or its servants or agents and no responsibility will be accepted by the Company for any injury, loss or damage whatsoever arising directly or indirectly from the goods storage application or use.

5 CONSEQUENTIAL LOSS

No responsibility is accepted for any consequential loss or damage arising directly or indirectly, whether due to negligence or any other cause whatsoever, out of goods supplied nor for equipment to which alterations or attachments have been made whether for resale as a composite or otherwise, unless such alterations and attachments are made with the prior consent of the Company in writing.

6 PRICE INCREASES

The Company reserves the right, by notice given at any time before delivery, to increase the price of goods if there is any increase in the price or cost of such goods to the Company, exchange fluctuations, currency regulations and alterations of duties beyond the control of the Company.

7 NOTIFICATION OF DAMAGE, LOSS OR SHORTAGE

- (A) All claims for damages or partial loss of goods in transit must be submitted in writing to the carrier and the Company within three days of delivery.
- (B) All claims for non-delivery of the whole consignment of or any separate package forming part of a consignment must be submitted in writing to the carrier and the Company within 10 days of receipt by the Buyer or the Buyers Agents of the Company's Invoice or advice note whichever is the earlier. In the absence of notification of claims within the times mentioned above, the goods shall be deemed to have been delivered in accordance with the contract.
- (C) No claims for shortages will be considered unless the Company is notified of any such shortages within 48 hours of delivery.

8 RETURNS

The Company may, at its prior option, accept return of all or part of the stock products sold to the buyer provided that such products are returned carriage paid to the Company's address in such condition as the Company shall to their reasonable satisfaction consider undamaged and immediately saleable. The Company will refund the purchase price to the Buyer less carriage costs and a re-stocking charge of 20% of the said purchase price. The Company also reserves the right to make a reasonable charge for any repairs or refurbishing that may be necessary to the products. In no circumstances will the Company accept the return of non-stocked or specifically manufactured or purchased products.

9 OWNERSHIP AND RISKS

- (A) The ownership of the goods to be sold under these conditions of sale will only be transferred to the Buyer when it has paid all that is owing to the seller no matter on what grounds.
- (B) Until the date of payment the Buyer shall keep the said goods in its capacity as fiduciary owner for the seller and store the said articles in such a way that they are clearly the company property.
- (C) Risk in the goods shall pass on delivery.

10 VARIATIONS

The aforementioned conditions or any of them cannot be varied or suspended or added to except with the prior written agreement of the Company.

11 LEGAL CONSTRUCTION

The contract shall be governed by the laws of England and is subject to the jurisdiction of the English courts.

12 CONSUMERS

No provision of the above terms & conditions shall adversely affect the rights of any person dealing with the Company as defined in the unfair terms and consumer contracts regulations 1999 as a consumer and the unfair contract terms act 1977.