

Ballscrew Services Limited (BSL)
Unit 7, Park Lane Business Park, Kirkby in Ashfield, Notts. NG17 9LB

These are the standard Terms & Conditions of Sale of Ballscrew Services Limited

(Registered in England, Registration No. 05630883, Registered Address: Unit 7, Park Lane Business Park, Kirkby in Ashfield, Notts. NG17 9LB).

DEFINITIONS

In these Terms & Conditions of Sale, BSL is referred to as the "Seller" and the Purchaser is referred to as the "Buyer"

All products, services, other equipment or work are referred to as "Goods".

GENERAL

Quotations are given and Orders are accepted by the Seller upon the Seller's Standard Terms & Conditions of Sale as printed herein and these Terms & Conditions of Sale shall apply exclusively to all contracts for the sale of Goods by the Seller unless agreed otherwise in writing.

All quotations issued by the Seller shall be valid for 30 days from the date of quotation. After expiry of the 30 days the Seller reserves the right to withdraw or re-quote. In any event when the Buyer provides product to the Seller for repair or as pattern for replacement the Seller shall retain said product for a maximum of 90 days from receipt after which the Seller reserves the right to dispose of without prior consent from the Buyer.

Goods will not be supplied or any work commenced before the receipt of the Buyers order in writing.

All orders placed by the Buyer for Goods are subject to acceptance by the Seller.

Once a contract is entered into between the Buyer and the Seller the Buyer shall not cancel or amend the contract except with the prior written consent of the Seller. In the event of cancellation or amendment the Seller will invoice the Buyer for all completed work or goods related to the contract as at the time of cancellation or amendment. The Buyer will indemnify the Seller against all loss or damage whether direct or indirect.

Any delivery times quoted by the Seller for delivery or despatch of the Goods are to be calculated from the date of the Order Acceptance or, if later, the date upon which the Seller has in its possession all necessary information (if any) to be supplied by the Buyer to enable the Seller to proceed with the contract. In any event any dates or periods named by the Seller for despatch or delivery of the Goods are approximate and given and intended only as an estimate and are deemed not to be of the essence of the Contract. The Seller shall not be liable to the Buyer in any way for loss of damage arising from delivery or despatch at a date later than that specified howsoever caused and such late despatch or delivery shall in no way constitute a breach of contract by the Seller.

PRICES

Unless stated otherwise in writing all prices quoted for Goods are ex-works prices for the UK. Mainland.

Quoted prices do not include packing charges.

Where applicable Value Added Tax at the appropriate rate will be added to the price payable by the Buyer

DELIVERY

All Goods are at the Buyers risk from the time of delivery to the Buyers address as stipulated in the contract as the place for delivery.

Where the contract provides for delivery of the goods by instalments each instalment shall be deemed to be the subject of a separate contract and breach of any condition relating to one or more instalment shall not affect the balance of the contract or entitle the Buyer to cancel the same.

Where the Seller agrees at the request of the Buyer or because of late delivery of supplies over which the Seller has no reasonable control, deliveries are effected by instalments (where the original intention was not to deliver by instalments) the seller may impose a reasonable additional charge in respect of packaging, transport, administration costs, storage and delivery costs thereof.

Non-delivery of goods should be notified to the Seller within 7 days of the date of invoice. Damage and/or short delivery must be advised to the Seller forthwith upon receipt of the delivery.

TERMS OF PAYMENT

Unless agreed otherwise in writing payment of the invoice price shall be made in full not later than the last day of the month following that in which the goods are ready for delivery. All payment shall be made in the currency stipulated on the invoice.

If for any reason the Buyer is unable or unwilling to take delivery when the Goods are ready for delivery or if delays of any kind arise through causes beyond the Seller's control or if there be minor defects in the goods which do not substantially affect their commercial use, payment of the goods must not be withheld or deferred.

If the Buyer fails to pay the Seller on or before the date specified for payment all sums due to the Seller specified in the invoice the Seller may suspend delivery under all or any contracts with the Buyer whilst the Buyer remains in arrears of payment.

Without prejudice to the Seller's right to immediate payment the Seller shall be entitled to charge interest on any sum payable in accordance with the terms of payment at a rate of 2% per month calculated from the date upon which the sum becomes payable until the date of actual payment and the Buyer shall be liable for all the costs and expenses (including legal costs) incurred by the Seller in the collection of any outstanding sums.

TITLE

Title in the Goods sold or agreed to be sold by the Seller will not pass to the Buyer until payment has been made to the Seller in full in respect of all the goods invoiced.

Until title in the Goods has passed to the Buyer the Seller may recover possession of such Goods from the Buyer. The Buyer agrees that the Seller, its servants and agents may enter upon any land or premises upon which the Goods are situated and is permitted to detach the Goods if they become installed in goods from other sources.

The Buyer may agree to sell any of the Goods in its possession in the ordinary course of trading notwithstanding that the property in the Goods has not then passed to it provided the Seller has not demanded their return. Any such agreement to sell shall be subject to the passing of title under this contract and shall not prejudice the Seller's title to the goods except where title becomes properly vested in some other person by the operation of any statute.

WARRANTY

The Buyer shall inform the Seller in writing of any defects in the goods supplied within 28 days of the date of delivery. If no such notification is received by the Seller within 28 days it will be deemed that the Goods have been examined and accepted as being in good condition and free from any defects.

In the event of alleged defects the Goods or any part thereof deemed defective shall be returned by the Buyer to the Seller carriage paid immediately together with a written description of the faults. Upon receipt the Seller will examine the Goods or parts and if the Seller is satisfied that such Goods or parts or any of them are defective as alleged and that the defects are due solely to defective materials or defective manufacture then the Seller will in its absolute discretion to repair or replace the same as the Seller shall think fit and re-deliver the repaired or replacement Goods or parts to the Buyer free of charge.

The Sellers liability is limited solely to the repair or replacement of defective Goods or parts supplied under the contract or reimbursement of the price paid hereunder and apart from such replacement or reimbursement neither the Seller nor its employees shall be liable to the Buyer or any third party for any injury, loss or damage of any kind whatsoever whether direct or consequential and howsoever caused.

The warranty given by the Seller in respect of the Goods shall not apply to any Goods manufactured or supplied by the Seller to the design or specification of, or in accordance with drawings or special instructions given or furnished by, the Buyer in his Order or otherwise except where the Goods do not comply with such specification, design, drawings or instructions as aforesaid in which event the liability of the Seller shall be limited to modifying or repairing the Goods so that they accord with the said specification, design, drawings or instructions.

The benefit of this warranty shall not be assignable by the Buyer.

FORCE MAJEURE

The Seller shall not be held responsible for complete or partial non-fulfilment of its obligations under the contract if such non-fulfilment resulted due to Force Majeure (fire, flood, earthquake, war, war-like operation, piracy, industrial action, etc) which might occur in the process of manufacturing or servicing the Goods or whilst such Goods are in transit. A ban on activities that affect the supply of Goods by Government, Parliament or an international organisation also releases the Seller from responsibility for the non-fulfilment of their obligations. If the Seller cannot fulfil their obligations under the contract the Seller will notify the Buyer immediately, but no later than 7 days after the onset and end of such Force Majeure. In the event of the existence of Force Majeure that prevents the total or partial fulfilment the Seller reserves the right to cancel or suspend deliveries without prejudice to its rights to payment for any of the Goods already delivered.

The Seller shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of such Force Majeure events or happenings.

BUYER'S BREACH OR BANKRUPTCY

If the Buyer makes default in paying any sum due under the contract with the Seller as and when such sum becomes due, or commits any breach of any of its obligations to the Seller, or if any distress or execution is levied upon the property or goods of the Buyer, or if the Buyer offers to make any arrangement with its creditors or commits any act of bankruptcy or goes into liquidation (save for the purpose of amalgamation or reconstruction without insolvency) or if a receiver or administrator is appointed of the whole or any part of the property or undertaking of the Buyer, the Seller may forthwith either suspend all further deliveries until the default has been made good or determine the contract then subsisting so far as any further Goods remain to be delivered. Any such determination shall be without prejudice to any claim that the Seller might otherwise have for breach of contract. If requested the Buyer shall pay to the Seller an appropriate proportion of the invoice price for the Goods or work carried out prior to the date of cancellation and shall also take over and pay for at the then current prices such materials as the Buyer may have allocated for the purposes of the contract.

DRAWINGS & SPECIFICATIONS

Although every reasonable precaution will be taken by the Seller to ensure the accuracy of all drawings and specifications submitted to the Buyer, and the general descriptions and illustrations contained in the Seller's promotional material, the Seller does not warrant the accuracy of such information which is approximate only and intended merely to give a general idea of the Goods and no part of the same shall be deemed to form part of the contract between the Buyer and the Seller and the Buyer in entering this contract admits that it has not relied upon any such matters as being representations of fact made by the Seller.

All drawings and specifications supplied by the Seller shall remain the property of the Seller, copyright being reserved, and shall not be reproduced, in whole or in part, without the prior written consent of the Seller nor used for any purpose whatsoever other than in connection with the use or resale of the Goods and shall be treated as confidential and returned to the Seller on request.

BUYERS PROPERTY

Where the Seller is in possession in any of the Buyers property the Seller shall be under no liability for damage or destruction thereof except as a result of the negligence of the seller or its employees and the Buyer shall at all times keep such property insured to the full value thereof.

NOTICES

Where written notice from either party to the other is required by these Terms and Conditions of Sale such notice shall be sent by pre-paid properly addressed letter to the last known address of the party to be served. Where these conditions require that a notice be given within a specified period such notice to be valid must reach the party to whom it is addressed within that period.

BUYER'S INDEMNITY

The Buyer shall indemnify the Seller against any claims for infringement or alleged infringement of third party patent or other industrial property rights together with all costs and expenses incurred in connection therewith arising from the execution of the Buyers order and in accordance with the Buyers designs, plans or specifications or other instructions. All industrial property rights including patents and registered designs ensuring from development work carried out by the Seller and arising from an order shall be vested in the Seller absolutely.

ADVERTISEMENTS

The Buyer shall not use any form of the Sellers name for advertisement or publicity purposes without the Sellers prior written consent. The Goods may not be advertised or exhibited by the Buyer without the Sellers prior written consent except on the Buyers premises.

PROPER LAW

The contract between the Seller and the Buyer shall be governed by and construed in accordance with English law which shall be the proper law of the contract and the English courts shall have sole jurisdiction to any dispute arising out of the contract.