



CONDITIONS OF SALE

1. The following Conditions of Sale shall apply to all Contracts of Sale made by the company Dycon Power Solutions Limited, herein called the Seller and shall apply even though the Buyer may by its order or in any other manner seek to impose contrary or inconsistent terms of conditions or purport to verify, modify or negate the same. Acceptance of the terms will occur on receipt of this document.
2. Prices are net ex Mountain Ash, Wales unless stated to the contrary and are exclusive of Value Added Tax. Any additional expenses incurred by the Seller in relation to the goods such as packing, storage, transport or insurance costs are not included in the price of the goods and will be charged separately. Unless otherwise stated, orders are accepted only on condition that the goods will be invoiced at the price ruling at the date of despatch. The Seller reserves the right to alter prices without notice to cover variations in the cost of materials, labour etc. or through the buyers change of design or for any other reason. If variation in price occurs during the currency of the order, the price of the un-despatched portion of the order outstanding at the date of such variation in price shall be adjusted accordingly. Firm quotations hold good for the period stated.
3. All delivery dates are approximate only and are not of the essence of the Contract. Delivery forecasts are as accurate as possible, but no liability can be accepted for any unforeseen delays. Any failure by the Seller to deliver the goods by the forecast date shall not constitute a breach of Contract and the Seller shall not be responsible for any direct or consequential loss resulting therefrom. Goods which are offered by the Seller as ex-stock are subject to remaining available at the time of the receipt of any order. The Seller shall not be liable for damage or loss however caused to the goods during the carriage of goods, whether or not it shall be by the employees or agents of the Sellers.
4. Risk shall pass to the buyer so that the buyer is responsible for all loss, damage or deterioration to the goods at the time of delivery
5. The Buyer will not be entitled to make any claim in respect of short or wrong delivery, unless notice thereof in writing shall have been given to the Seller within 7 days of delivery. In default of such notice then goods delivered shall be conclusively deemed to be in accordance with the Contract or description. Provided always notice of Complaint is given to the Company in writing within 12 months of delivery, where goods are defective due to faulty manufacturing or use of faulty materials, the Seller will in his opinion either rectify or replace such goods but no consequential cost of any nature will be accepted. The Buyer is responsible for determining whether the products are suitable for their intended purpose and whilst the Seller may offer technical information/advice, it is without accepting any liability or responsibility for that information/advice.
6. The Seller will, if requested and at the Seller's own discretion, visiting site wherever possible to examine alleged faulty or defective goods, however if it is found that the goods in question have been fitted incorrectly or have been supplied by someone else, then the Seller reserves the right to charge for his time and expenses.

Dycon Power Solutions Ltd

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Registered in England & Wales. Company Number: 09285112



7. Unless by prior agreement, payment is due 30 days from date of invoice. If payment is not made within the aforementioned time period the Seller is entitled under this Contract to charge interest at 10% above bank rate, accruing monthly, on all overdue accounts. CREDIT TERMS OFFERED SUBJECT TO ACCEPTANCE.
8. Goods supplied by the Seller as ordered will be accepted back with the Seller's prior agreement. If such goods are returned, carriage paid, and in complete condition and suitable for resale the amount of credit given will be subject to a restocking charge.
9. Cancellations cannot be accepted for goods specially manufactured and supplied; any costs incurred by the Seller in manufacturing of such goods will be invoiced to the Buyer.
10. Subject to the Unfair Contract Terms Act of 1977 the Company shall not be liable in any respect for any damage, loss or expense caused to the Buyer or any third party which are caused by circumstances beyond the Company's control such as governmental authority, accidents and disruptions, weather, strikes and other industrial action, shortages of labour or materials or fault and/or negligence of contractors, sub-contractors or others whether or not they are in the direct employ of the Company. In these circumstances or in any other contingency whether similar or not to the foregoing howsoever caused, any delivery may be cancelled or suspended in whole or part of any delivery.
11. The Seller has been assigned the right to use the trademark and this right shall not be conferred upon the Buyer without prior written consent. Neither does any right accrue to use any patent which the Seller may have or any indemnity against infringement of third party patents.
12. The Reservation of Title contained in the following sub-paragraph shall not affect the Buyer's responsibility to effect such insurance cover as it may consider appropriate.
13. Title to the goods or any relevant part thereof shall only pass to the Buyer upon the happening of any one of the following events:- (a) The Buyer has paid to the Seller all sums due and payable by it to the Seller under this Contract (b) When the Seller serves on the Buyer notice in writing specifying that title of the goods or such part thereof has passed (c) The Seller may recover goods in respect of which the title has not passed to the Buyer at any time and the Buyer hereby licenses the Seller, its officers, employees and agents to enter upon any premises of the Buyer and/or any other premises where any of the goods are situated for the purpose of recovering any goods in respect of which title has not passed to the Buyer.
14. The Contract to which these conditions relate to and benefit thereof cannot be transferred by the Buyer.
15. Products supplied will be at the specification current at the date of despatch and any description shall be subject to reasonable variation.
16. The Seller reserves the right to make small deviations or variations to the terms of contract without prior notice.
17. The International Rules of Carriage of Goods by Sea are hereby excluded.
18. The Contract shall in all respects be governed by and construed in accordance with the laws of England/Wales.