

## **DIRECT ENGINEERING & SITE SERVICES LTD TERMS AND CONDITIONS OF SALE**

The following terms and conditions ("the Conditions") are the terms on which Direct Engineering & Site Services Ltd ("the Company") sells to other businesses and supersede all other terms and conditions used by the Company.

### **1. Orders, Price and Payment**

- 1.1 No contract shall come into existence until the Company confirms the order for Goods in writing.
- 1.2 The price (exclusive of VAT) for the Goods ("the Price") shall be the quoted price of the Company and payment of the Price shall be made by the buyer within 30 days of the due date ("the Due Date") of the invoice of the Goods.
- 1.3 If the Price is not paid by the Due Date interest shall accrue both before and after judgement on the unpaid portion of the Price at the rate of 4 per cent above the base rate from time to time of Natwest Bank PLC.
- 1.4 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. In case of any written cancellation, the Buyer may be released from its obligations under the contract after payment of an administration charge of 10% with a minimum of £20.00.

### **2. Goods**

The description and quantity of the Goods to be sold ("the goods") shall be as set out in the Quotation provided by the Company to the Buyer (the Quotation").

### **3. Delivery**

The company shall deliver the goods to an address given by the Buyer anywhere nationwide. Time shall not be of the essence for delivery. The Buyer shall make all necessary arrangements to take delivery of the Goods within 3 working days from despatch.

Upon delivery if the consignment is damaged in any way the Buyer must refuse to accept delivery and contact the Company within 3 working days. Failure to do so will invalidate any claim for replacement goods. An unexamined 'or' unchecked signature will be taken as clear acceptance. The Buyer shall not be entitled to reject goods in whole or in parts after 3 working days.

### **4. Title and Risk**

- 4.1 The Goods shall be at the risk of the Buyer following delivery.
- 4.2 Notwithstanding delivery title in the Goods shall not pass to the Buyer until the Seller has made payment of all sums owing to the Buyer
- 4.3 Until such time as title in the goods passes to the Buyer the seller shall have the right to repossess or otherwise recover the Goods.

### **5. Limitation and Liability**

1. Save in respect of personal injury or death due to negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in Goods.
2. Without prejudice to Condition 5.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the buyer arising in any way from this agreement.
3. Where free issue material or other property is supplied by or on behalf of the Customer to Direct Engineering to be used in the performance of this contract ("Free Issue Material") then:-
  - (a) Free Issue material shall at all times be at the Customer's risk (including when stored and used by Direct Engineering) and the Customer shall at all times be responsible for insuring such Free Issue Material.
  - (b) Direct Engineering shall not be liable for any errors of the Goods to comply with any specification which such the Goods have been produced by Direct Engineering using Free Issue material

### **6. Force Majeure**

The company shall not be liable for any default due to circumstances beyond the reasonable control of the Company including but not limited to, Acts of God, war, civil unrest, riot, strike, lock-outs, act of civil or military authorities, fire, flood, earthquake or shortage of supply

### **7. General**

- 7.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 7.2 The Company may without the consent of the buyer sub-license its rights or obligations or any part of these Conditions.
- 7.3 The headings in these conditions are for ease of reference only and shall not effect the interpretation of any of the Conditions

### **8. Entire Agreement**

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this agreement and that its only remedies shall be for breach of contract.

## **9. Governing Law & Jurisdiction**

This agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales