

## **TERMS AND CONDITIONS OF SALE AND CONTRACT**

Unless otherwise agreed in writing the following Terms and Conditions will apply to all orders.

### **DEFINITIONS**

The Company means QES Ltd of Unit 1 Caxton Point, Caxton Way, Stevenage, Herts. The order means any order, agreement or amendment accepted in writing by the Company. Goods mean any goods, services, installation or work carried out as required by the order.

### **PRICES AND QUOTATIONS**

- 1 All orders are accepted on the understanding that the Goods will be charged for at the prices agreed. VAT will be additional and will be charged at the rate applicable at the time of delivery/invoicing.
- 2 Quotations and times for despatch will commence from the date that all requisite information is received from the customer.

### **PAYMENT TERMS**

- 1 QES Ltd Terms of business are 30 days month end from the date of the invoice ie 30 days from the end of the month in which the invoice is issued.
- 2 QES Ltd reserve the right under the Late Payment of Commercial Debts (Interest) Act 1998 to charge interest on all overdue payments at the specified Bank Base Rate plus 8%.
- 3 Title in Goods shall remain the property of QES Ltd until payment in full is received.

### **DELIVERY**

If the customer fails to accept delivery of Goods at the agreed date, the Company reserves the right to invoice such Goods and to require payment as usual.

### **LOSS OR DAMAGE IN TRANSIT**

Except where delivered by the Company's transport and then only when damage or shortage is advised within 3 working days of receipt, no responsibility for loss or damage in transit will be accepted, other than that accepted by the carrier, whose terms must be adhered to.

### **GUARANTEE AND GENERAL LIABILITY**

- 1 The Company recognises no guarantees on any Goods supplied, other than 12 months warranty from the date of delivery for new product and three months for repair work unless otherwise agreed in writing.

- 2 Where Goods are returned for repair, whether under warranty or not, insurance including transport, loss, damage of such items, shall be the responsibility of the Customer.
- 3 Goods returned under warranty, and found not to be defective shall be returned to the Customer at his cost. QES reserve the right to make charges to cover costs incurred.
- 4 If written notice of defects is not given within 30 days of discovering the defects, then the Company will regard this as an absolute waiver of the Customer's claim for such defects.
- 5 Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period. When items supplied are not of the Company's manufacture, the warranty provided will be that given by the original manufacturer.
- 6 Goods repaired outside of warranty shall carry a 3 month (90 days) warranty in respect of the repair only. Faults occurring that are in the Company's view not associated with the repair carried out shall be expressly excluded from this warranty.

## **CANCELLATION AND VARIATION OF ORDERS**

Orders once placed can only be cancelled or varied with the consent in writing of the Company and on terms which indemnify the Company against loss.

## **DETERMINATION OF CONTRACT**

The Company shall be entitled to determine the contract without notice in the event of the bankruptcy, insolvency or liquidation of the Customer at any time or in the event of a receiver, administrator being appointed over all or any part of the Customer's assets or in the event of a continuing breach by the Customer of any of its obligations.

## **INDEMNITIES**

The Customer shall indemnify the Company against all damage penalties, costs and expense to which the Company may become liable as a result of work done in accordance with the Customer's specification, which involves the infringement of any letters, patent or registered design.

## **CONFIDENTIALITY**

The customer shall keep confidential, and not without the Company's prior consent, disclose to any third party, any drawings, designs or information, unless it is for the purpose of

- 1 adjudicating the Company's tender
- 2 carrying out the contract

3 operating the equipment

in which event, this obligation of confidentiality shall be extended by the Customer to a third party.

Likewise the Company undertakes to keep confidential, without the Customer's prior consent, any trade or business secrets, relating to their plant or processes, except as those necessary to fulfil the contract.

**ACTS OF BANKRUPTCY**

Should the customer become bankrupt or insolvent, the Company shall be entitled to cancel the sale, wholly or in part, by notice to the Customer in writing. In such an event the Company shall be entitled to recover from the Customer any direct costs that they have incurred as a result of such a cancellation.

**ARBITRATION**

Any dispute under the Contract shall be referred to an Arbitrator to be appointed by both parties.

**LAW APPLICABLE**

These conditions and the Contract shall be subject to and construed in accordance with English Law.