



**garcross**

laser cutting & fabrication solutions

## **Garcross Engineering Limited - Standard Terms and Conditions**

### **1. DEFINITIONS**

- 1.1 "The Company" means Garcross Engineering Limited.
- 1.2 "The Customer" means the person, firm or Company that contracts for the purchase of goods or services.
- 1.3 "The Goods" means the products of any kind manufactured or sold by the Company.
- 1.4 "The Services" means work of any kind carried out by the Company.

### **2. CONDITIONS APPLICABLE**

- 2.1 These conditions shall apply to all contracts for the sale of goods or services by the Company to the Customer.
- 2.2 All orders for goods or services shall be deemed to be an offer by the Customer to purchase goods or services pursuant to these conditions.
- 2.3 Acceptance of delivery of the goods or service shall be deemed conclusive evidence of the Customers acceptance of these conditions.
- 2.4 Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Company.
- 2.5 In the event that information given by the Customer to the Company differs from that on which the quotation was based and involves the alteration of the quotation, the Company may increase the price quoted therein to cover any increase in cost that the alteration may incur and amend the delivery date.

### **3. DELIVERY**

- 3.1 The Company will make every endeavour to meet delivery times for the provision of goods or services that are specified in the quotation but no guarantee is given as to delivery times which are forecasts only.
- 3.2 Delivery times shall run from the date of receipt by the Company of the Customers order in writing, facsimile or email.
- 3.3 Delay in delivery shall not give the Customer the right to cancel the order.
- 3.4 The Company may deliver the goods or service by separate instalments in accordance with an agreed schedule each schedule shall be invoiced and paid in accordance with these terms and conditions.
- 3.5 The failure of the Customer to pay for any one or more of the said instalments on the due dates shall entitle the Company (at its sole option)
  - 3.5.1 without further notice to suspend further deliveries of the goods or service pending payment by the Customer and/or
  - 3.5.2 to treat the contract as repudiated by the Customer.
- 3.6 The Company may arrange for carriage of the goods to the Customer's address or the address of a third party the carrier shall be deemed to be the Customer's agent.
- 3.7 The Company shall pack the goods in such manner as it considers appropriate but if the Customer requires a special method of packaging by written notice to the Company at the time of placing an order the Company shall pack the goods as the Customer requires at the Customer's cost.



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3.8 Goods or materials supplied by the purchaser shall be at all times the risk of the purchaser. In respect of all other goods, risk shall pass to the purchaser as soon as they leave the Company's premises except where delivery is made by the Company vehicle at the purchaser's premises in which case risk shall pass when the goods are delivered to the purchaser. The Company shall not be liable for any loss or damage of goods in transit unless caused by the negligence of the Company or its employees.

### **4. CANCELLATION OR VARIATION OF ORDER**

4.1 No orders placed by the Customer, which the Company has accepted, may be cancelled or varied by the Customer except with the written agreement of the Company.

4.2 The Customer will be liable for any loss (including loss of profits) costs, damages, charges and expenses suffered by the Company as a result of such cancellation or variation.

### **5. SUB CONTRACTORS**

5.1 Save where sub-contracting would contravene terms implicitly or explicitly agreed with the Customer, the Company shall be entitled at its discretion to sub-contract the whole or any part of the contract.

### **6. DRAWINGS/MATERIALS SUPPLIED BY THE CUSTOMER**

6.1 The Company accepts no responsibility for the accuracy of information or drawings supplied by the Customer.

6.2 The Customer shall indemnify the Company from and against all actions, claims, costs and proceedings that arise due to the manufacture of components according to the drawings and specifications of the Customer, where such drawings and specifications of the Customer shall be erroneous.

6.3 The Company accepts no liability to the supply of free issue material should clause 6.2 occur.

### **7. DAMAGE, SHORTAGE, DEFECTS AND LOSS**

7.1 In the event that the Company delivers the goods to the Customer, or uses a carrier to do so, the Customer must notify the Company within **three working days** of delivery any damage, shortage, loss or defects.

7.2 The Customer shall return the goods to the Company carriage paid.

7.3 If the Company accepts the Customer's claim, the Company shall have the choice of replacing or crediting the Customer with the amount given on the quotation.

7.4 The Customer may not charge the Company for any work the Customer carries out to rectify a defect without written agreement from the Company.

7.5 The Company shall despatch any damaged, shortages or rectified goods to the Customer carriage paid.

### **8. PAYMENT METHODS**

8.1 First two orders will be based on Pro-Forma invoice.

8.2 An account payable on 30 days may then be set up with a credit limit, subject to credit worthiness.

8.3 Goods can be paid for by any of the following options:- Credit/Debit Card, BACS, CHAPS, Cash or Cheque.

8.4 Payment by cheque will result in all goods being held by the Company until such payment has cleared in the Company's account approximately 3 to 4 working days.

8.4 Payments made by Credit Card will incur a 2.5% charge for handling.