The customer's attention is drawn in particular to the provisions of clause 10.

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Condition: the terms and conditions set out in this Contract from time to time in accordance with these Conditions.

Customer: any person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the purchase order form.

Supplier: Rototec Ltd (registered in England and Wales with company number 07454747) trading as Rototec and Tekspot.

2. Conditions

2.1 Conditions. These Conditions, the following rules apply:

(a) A person includes a natural person, corporation or any unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors or permitted assigns under the Contract.

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted.

(d) Any person introduced by the terms including, include, in particular or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to a written instrument includes any amendment or modification to that instrument.

(f) A reference to our employees includes us.

2.2 Basis of Contract

The Customer accepts the offer made by the Supplier to purchase the Goods in accordance with these Conditions. The Supplier is responsible for ensuring that the terms of the Order and any applicable goods specification accurately reflect the goods as agreed.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into force.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges and agrees that any matters not relied on any statement, promise or representation made or given by or on behalf of the Supplier and which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter or written information contained within the Supplier's catalogues or brochures are provided for the sole purpose of giving an adequate idea of the Goods described in them. They shall not form part of the Contract or have any contractual effect.

2.6 A quotation for the Goods given by the Supplier shall be valid for a period of 30 days from its date of issue.

3. Execution

3.1 The Goods are to be despatched in accordance with the specifications agreed between the Supplier and the Customer. The Customer shall be responsible for unloading the Goods.

3.2 The Customer shall indemnify the Supplier against all liabilities, claims, damages and losses (including all indirect, indirect or consequential losses, losses of profit, loss of business or anticipated profits) incurred by the Customer in connection with any claim made against the Supplier for actual or alleged infringement of a third party’s intellectual property rights arising out of the manufacture, design or sale of the Goods to the Supplier.

3.3 Any stock or moulds or other products owned by or on behalf of the Customer that are included in the Supplier’s Specification shall be invoiced and delivered to the Customer if the goods are not used within 6 months.

3.4 The Supplier reserves the right to charge the Customer for storage of the stock or moulds or other products created or purchased in accordance with the Customer’s Specification if they are not used within 6 months.

3.5 The Supplier reserves the right to amend the Specifications of the Goods if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1 The Supplier shall ensure that:

(a) Delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier references, type and quantity of the Goods (including the code number of the Goods, where applicable), project instructions (if any).

(b) If the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall return any such packaging material available for collection at such times as the Supplier shall reasonably require.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the Goods’ arrival at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer’s failure to provide the Supplier with adequate delivery instructions or arrangements that are relevant to the supply of the Goods and any free issue tools, jigs and moulds.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses reasonably incurred by the Customer in obtaining replacement goods of similar description and quality and in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer’s failure to provide with adequate delivery instructions or arrangements that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within a Business Day of the Supplier notifying the Customer that the Goods are ready, then the Supplier may, where such failure or delay is caused by a Force Majeure Event or the Supplier’s failure to comply with its obligations under the Contract:

(a) deliver the Goods to the Customer at the Delivery Location; and

(b) require the Customer to pay the Supplier’s costs of storing and redelivering the Goods.

4.7 If the Supplier fails to deliver the Goods to the Customer or otherwise fails to comply with its obligations under the Contract, the Supplier shall have completed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready, and

(b) the Supplier shall store the Goods until delivery takes place, and the Customer shall pay the Supplier for all related costs and losses (including interest) incurred.

4.8 If 30 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of the Goods, then the Supplier shall be entitled to sell the Goods to another person or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling expenses, pay the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. This shall be a minimum of 15% of the price of the Goods.

4.9 The Customer shall be entitled to reject the Goods if the Supplier delivers up to but including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice or receipt of notice from the Customer that the wrong quantity of Goods was delivered.

4.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

(a) conform in all material respects with their description and any applicable Specification;

(b) be free from material defects in design, material and workmanship;

(c) be fit for any purpose held by the Supplier.

5.2 Subject to clause 5.3, if:

(a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and

(b) the Supplier fails to take such steps as are reasonable to remedying or replacing the defective Goods, the Customer has a right to require the Supplier to pay the reasonable cost of remedying the defect.

5.3 The Supplier shall not be liable for Goods to the extent that the Customer has priority in Clause 5.1 of the following events:

(a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

(b) the defect arises because the Customer failed to follow the Supplier’s oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the Goods;

(c) the delivery arises as a result of the Supplier following any drawing, design Specification mould or tool supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abuse or alteration; and

(f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods failing to comply with the warranty set out in clause 5.1.

5.5 Exemption from these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replaced Goods supplied by the Supplier.

5.7 The Supplier shall:

(a) store the Goods separately from other goods held by the Supplier so that they remain readily identifiable as the Supplier’s property;

(b) take reasonable care of the Goods in accordance with normal commercial practice in the event that the Customer is unable to accept delivery of the Goods;

(c) hold the Goods on a fiduciary basis as the Supplier’s bailee.

6. Title to Goods

6.1 The risk in the Goods and any items included without limitation moulds and tools and other fixtures shall pass to the Customer at the time of completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Customer pays the Supplier for all sums payable in respect of the Goods.

6.3 The Supplier has an unconditional right to recover payment in full (in cash or cleared funds) for the Goods which have been supplied to the Customer.

(a) the Goods; and

(b) any other goods or services that the Supplier is to supply to the Customer in connection with the Customer in respect of which payment has become due.

6.4 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the Supplier’s bailee;

(b) store the Goods separately from other goods held by the Customer so that they remain readily identifiable as the Supplier’s property;

(c) not remove or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery until title passes;

(e) notify the Supplier immediately if it becomes aware of the details of the events listed in clause 9.2; and

(f) give the Supplier such information relating to the goods as the Supplier may require from time to time.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrecoverably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods to the Supplier, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party with whom the Customer is associated in order to recover them.

6.6 If the Customer sells or otherwise disposes of any items including without limitation any moulds and tools and jigs provided by the Supplier or to the Customer manufacturing the Goods until the Supplier has received payment in full (in cash or cleared funds):

(a) the Goods; and

(b) any other goods or services that the Supplier is to supply to the Customer in respect of which payment has become due.

Continued}
Terms and Conditions

7. Price and payment
7.1 The price of the Goods shall be the price quoted in the confirmation of order,
7.2 The price of the Goods is exclusive of the costs and charges of packaging, insurance and any other expenses which shall be invoiced to the Customer.
7.3 The price of the Goods is exclusive of any costs associated with the value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier the amount payable in respect of VAT as are chargeable on the supply of the Goods.
7.4 The price of the Goods shall be paid in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
7.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC’s base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
7.6 The Supplier may pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to set-off or counterclaim against the Supplier in order to justify withholding payment of any such amounts for any reason.
8. Loan of goods
8.1 In the event that the Supplier loaned goods for any particular purpose, the Supplier accepts no liability whatever in relation to these Goods during the Loan period. The Goods will be invoiced at the beginning of the Loan Period and a confirmation note shall be issued at the end of the Loan Period but charges may be apportioned daily. The Customer will pay the Supplier the amount payable in respect of VAT as are chargeable on the supply of the Goods. The Customer shall pay the interest together with the overdue amount.
9. Customer’s insolvency or incapacity
9.1 If the Customer becomes subject to any of the events set out below in clause 9.2, 9.3, 9.4, or 9.5, the Supplier reasonably believes that the Customer is about to become subject to any of them and the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and at all times in respect of goods delivered to the Customer shall become immediately due.
9.2 For the purposes of clause 9.1, the relevant events are:
(a) the Customer suspends, or threatens to suspend, payment of its debts or, is unable to pay its debts, as their due; or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts, as their due; or has a winding up or similar order made; or is dissolved or has a receiver appointed to take possession of any or all of its assets; or (being a company) is deemed to have been dissolved; or is in breach of any of its obligations under Insolvency Act 1986; or (being an individual) is deemed to have been insolvent; or
(b) the Customer commences negotiations with any of its creditors with a view to rescheduling any of their debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer);
(c) (being a company) a petition is filed, notice is given, a resolution is passed, or an order is made, for any of the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
(d) (being an individual) the Customer is the subject of a bankruptcy petition or any similar proceedings, or
(e) a creditor or encumbrancer of the Customer attaches or takes possession of any of its property, generally or otherwise, or any legal proceedings are taken for the enforcement of any judgment for any outstanding amount due from the Customer;
(f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator, or a person has a notice of intention to appoint an administrator given to it or if an administrator is appointed over the Customer;
(g) (being a company) a floating charge holder over the Customer’s assets has become entitled to appoint or has appointed an administrative receiver;
(h) a person becomes entitled to appoint or has appointed an administrative receiver over the Customer’s assets;
(i) any event occurs, or proceedings are taken, with respect to the Customer in any jurisdiction in which it is subject to the exercise of any jurisdiction of the courts of any country or jurisdiction other than that of the Supplier’s home state;
(j) the Supplier reasonably believes that the Customer is about to become subject to any of these events.
10. Limitation of liability
10.1 Nothing in these Conditions shall limit or exclude the Supplier’s liability for:
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
defective products under the Consumer Protection Act 1987; or
10.2 Subject to clause 10.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or damage howsoever caused in connection with the Contract (including any losses that may result from the Supplier’s deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors); and
the Supplier’s total liability to the Customer in respect of any other loss arising under or in connection with the Contract, whether in contract, tort, (including negligence), breach of statutory duty, or otherwise, for any loss caused by a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not the price of the Goods.
Force majeure
11. Neither party shall be liable for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is caused by a Force Majeure Event.
A Force Majeure Event means any event beyond a party’s reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party’s), failure of energy sources or transport network, acts of war, terrorism, riot, civil commotion, interference by military or civil authorities, such as embargo, requisition or nationalisation, international calamity, armed conflict, mass destruction, breakdown of plant or machinery, nuclear, biological, radiological or toxic contamination, war, terrorism, earthquakes, loss at sea, epidemics or similar events, natural disaster, extreme adverse weather conditions, or default of suppliers or subcontractors.
12. Assignment and subcontracting
12.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
12.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
12.3 Notices
12.4 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as such party may have specified to the other party in writing in accordance with this clause, and shall be deemed to have been received by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail:
12.5 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or recorded delivery, at (9:00 am) on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
12.6 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
13. Insurance
13.1 If any court or competent authority finds that any provision of the Contract or any part of it is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be regarded as not being a part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.
13.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply

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