

1. General

- 1.1. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 1.2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 1.3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 1.4. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

2. Definitions

In this document the following words shall have the following meanings:

- 2.1. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 2.2. "Customer" means any person who purchases Goods or Services from the Supplier;
- 2.3. "Buyer" means any person who purchases Goods or Services from the Supplier;
- 2.4. "Goods" means the articles specified in the Proposal;
- 2.5. "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 2.6. "Services" means the services specified in the Proposal;
- 2.7. "Supplier" means Mechanical Services (Wessex) LLP of 60 Lynch Lane, Weymouth, Dorset, DT4 9DN;
- 2.8. "Seller" means Mechanical Services (Wessex) LLP of 60 Lynch Lane, Weymouth, Dorset, DT4 9DN;
- 2.9. "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

3. Quotations

Quotations do not constitute an offer by the seller to supply the goods or carry out the work referred to therein and no order placed in response to a quotation will be binding unless accepted by the company in writing whereupon these conditions shall be deemed to be incorporated in the contract. All such acceptances by the company will be subject to availability of the necessary materials and to the buyer being able to provide any necessary authorisation and or licences and the same remaining valid.

4. Customers Obligations

To enable the Supplier to perform its obligations the Customer shall:

- 4.1. co-operate with the Supplier;
- 4.2. provide the Supplier with any information reasonably required by the Supplier;
- 4.3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 4.4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

5. Suppliers Obligations

- 5.1. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the customer.
- 5.2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 5.3. The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

6. Price

- 6.1. Where the goods are sold by reference to the seller's published price list, the price payable for the goods shall be the ruling price as published in the price list current at the date of despatch of the goods from the seller's works.
- 6.2. The supplier makes every effort to ensure that all prices and descriptions quoted in its catalogue and on its website are correct and accurate. However, inevitably mistakes will occasionally occur. In the case of a manifest error or omission, the supplier will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. The supplier's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by the supplier after the manifest error has been discovered.
- 6.3. A 'manifest error', as the term is used in sub-paragraph (2) above, means, in relation to an incorrect price, a price quoted in error by the supplier which is more than 10% less than the price that would have been quoted had the mistake not been made.
- 6.4. In other cases the price stated in the contract is based on the cost to the seller of materials, fuels and power, transport and labour at the date of acceptance of the order. If at the date of despatch of the goods from the seller's works (or in the case of services the date of provision of the service) there has been any increase in all or any of such costs, the price payable for the goods may at the option of the seller be increased.
- 6.5. There shall be added to the price for the goods any Value Added Tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the goods (whether initially charged on or payable by the seller or the buyer).
- 6.6. The seller uses all reasonable endeavours to ensure, as necessary the suitability of packing, but no claim will be accepted by the seller for damage in transit on the grounds of alleged unsuitability for packing.
- 6.7. All prices are quoted in pounds sterling unless otherwise specified and all payments must be made in pounds sterling unless otherwise agreed.



7. Terms Of Payment

- 7.1. Subject to credit being approved accounts are due for payment not later than 30 days from date of invoice. Non-account customers are required to pay at time of receipt when a sale is conducted at the seller's works, or before goods are despatched from the seller's works, in the case of distance selling.
- 7.2. Subject to credit being approved fuel account customers are required to pay upon receipt of invoice.
- 7.3. If the customer fails to make payment within 7 days of it becoming due, the supplier shall be entitled to charge interest at the rate of 5% per month on the outstanding amounts.

8. Delivery

- 8.1. The delivery or performance dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery
- 8.2. The seller will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to Act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the seller's premises or elsewhere), hostilities, breakdowns, shortage of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, governmental order or intervention (whether or not having the force of law) export restrictions (whether or not existing at the date of the contract) or any other cause whatever beyond the seller's control or of an unexpected or exceptional nature.
- 8.3. No delay shall entitle the buyer to reject any delivery or any further instalment or part of the order or any other order from the buyer or to repudiate the contract or the order.
- 8.4. The seller cannot undertake to meet any schedule of the buyer's requirements supplied after the date of the contract and will have no liability whatever or delay in meeting or failure to meet all or any of such requirements (howsoever such failure or delay may arise) unless and to the extent that the seller expressly agrees to meet such requirements, in which event paragraph 8.2 of this condition shall apply.

9. Testing

- 9.1. Testing will be conducted as required in the contract.
- 9.2. The seller accepts no liability for any testing undertaken by a third party.
- 9.3. Any testing has a validity, for the period of the testing process, the seller will accept no responsibility for defects or faults which occur outside of this period.
- 9.4. The seller accepts no responsibility for damage or injury, which occurs as a result of a failure in the work undertaken or the supply of goods.

10. Cancellations & Refunds

- 10.1. Once an order has been accepted by the seller the buyer has committed themselves to the purchase of the goods and/or services held within that order.
- 10.2. A cancellation can be made at any time before the delivery of the goods, however the buyer will be responsible for any costs incurred
- 10.3. Refunds will not be given for the provision of services, or opened parts or used parts.
- 10.4. Refunds will only be given on packaged items, which are returned in a resalable condition.

11. Warranty

- 11.1. The buyer is responsible for the cost of all maintenance items replaced during any warranty repair, including but not limited to antifreeze, filters, oil, belts, etc.
- 11.2. Warranty on parts will be limited to that supplied by the manufacturer, the seller will not extend any warranty and will not be responsible for any fault in the supplied goods.
- 11.3. Goods manufactured by the seller will be sold with a warranty period limited to 6 months, unless expressly defined elsewhere.
- 11.4. Any warranty will be invalidated if the buyer has modified or tampered with the component or any part of the work or surrounding items, which could have a direct effect on the components supplied or the work undertaken.
- 11.5. If any additional work has been undertaken by any other party other than the seller, the warranty will become invalid.

12. Title & Risk

13. Force Majeure

- 13.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.