



General Conditions of Sale

1. General

- (a) These conditions and any special conditions agreed in writing between us and the purchaser shall apply to all quotations by us and all orders and contracts for the manufacture or sale of goods accepted or carried out by us to the exclusion of any conditions in the purchaser's order terms or otherwise imposed by the purchaser.
- (b) All orders are subject to written acceptance and in particular no binding contracts shall be created by the acceptance by the purchaser of a quotation or offer made by us and until we shall have accepted the order in writing.

2. Documents

- (a) Unless otherwise stipulated in our written acceptance all descriptions, illustrations, drawings in our catalogues and literature or submitted independently, estimates of performance, weights and measurements or any other specifications provided by us are approximate only and we reserve the right to alter or amend the same at any time.
- (b) We reserve the right at any time to correct clerical or technical errors in the contract documents.
- (c) The purchaser shall furnish with the order all necessary specifications and information. We take no responsibility for goods manufactured, priced or delivered not in accordance with the order or the specifications unless the purchaser's order and specifications are clear and correct in every particular.

3. Prices

- (a) Unless stipulated all prices contained in our quotations and written acceptances are ex works and do not include the cost of postage. All orders are accepted on the condition that all such prices are subject to revision by us at any time before the goods are dispatched to take account of any increase in costs.
- (b) In the event of the whole order quoted for not being placed with us we reserve the right to revise our prices.
- (c) We also reserve the right to revise our prices if any changes are made by the purchaser in the specifications or quantities of the goods or delivery requirements after the order has been accepted.
- (d) VAT is not included in our quotation shall be added and payable where and at the rate applicable.

4. Minimum Charge

Depending on the product or service provided, a minimum order charge may be applicable.

5. Terms of Payment

- (a) Unless otherwise stipulated in our written acceptance of payment are 30 days from date of invoice.
- (b) In the event that the purchaser for any reason whatsoever failing within one calendar month of the due date of the payment, we shall thereupon be entitled to terminate the contract of any unfulfilled part thereof, or at our option to make partial deliveries.

6. Cancellation

No order or any other contract may be cancelled or varied except by agreement by us. We reserve the right to charge a cancellation fee, for specially ordered, non stocked items.

7. Handling Charge

Goods supplied in accordance with the purchaser's order may be returned to us at our discretion provided the goods are unused. The purchaser will be required to pay us a minimum handling charge of 30% of the then current list price of such returned goods, we reserve the right to increase the handling charge on certain special or non-stocked items.

8. Time for dispatch

All periods or dates quoted for dispatch and deliver are approximate only. We shall be entitled, without liability on our part and without prejudice to our other rights to terminate the contract, or at our option to suspend or make partial deliveries if the completion or the manufacture of the goods by us or our suppliers is prevented, hindered, or delayed for any reason beyond our supplier's reasonable control.

9. Delivery and Risk in Goods

Unless otherwise agreed, delivery of the goods shall be deemed to be made when we have notified the purchaser that the goods are ready to be dispatched. We will entertain no claim for damage in transit, shortage of delivery or loss of goods unless informed within 3 working days of the received date. Credit or replacements will then be arranged.

10. Property in the goods

Until full payment has been received by us for all goods whatsoever, property of the goods remains with us.

11. Test and Performance

Our goods are, where practical, are submitted to standard testing before delivery. Special tests or certificates such as Certificates of Conformity, Mills Certificates, calibration certificates and all other certificates will be charged as extra, the cost of which will be advised at time of ordering.

12. Faults and defects

We warrant that within 12 months of delivery the goods are returned by the purchaser immediately to our premises any of the said goods which he considers to be defective, carriage paid, properly packed, and clearly marked with the purchaser's full name and address and any other information regarding the goods and fault. Such goods will be examined and should we be satisfied that they are defective, they will be repaired or replaced free of charge providing the following:

- a) That the defect was solely due to defective workmanship
- b) That no alterations or repairs have been made
- c) That the defect was not caused by incorrect storage, handling or installation
- d) That the defect was not caused by fair wear and tear

The Southern Valve & Fitting Co Ltd

Unit 8 Northridge Park Haywood Way Ivyhouse Lane Hastings East Sussex TN35 4PP

www.southernvalve.co.uk | sales@southernvalve.co.uk | T: 01424 444222 F: 01424 446999