



## CONDITIONS

### 1. GENERAL CONDITIONS

All sales are subject to these General Conditions as listed below

### 2. PRICES AND DELIVERY

- 2.1 All prices and delivery dates or periods are indicative only. Price charged will be our prices ruling at date of despatch.
- 2.2 All goods are supplied on an ex-works basis. Carriage and packing will be charged at cost unless a specific quotation declares otherwise subject to carriage paid rules at the time of despatch.
- 2.3 All goods are transported from the warehouse at the customers' risk. Insurance may be arranged at the request of the customer and charged at cost.
- 2.4 Claims for defects or shortages shall be notified to the company within 28 days from date of invoice. Claims for damaged goods received by a carrier should be notified within seven days and all damaged items and packaging retained for inspection.
- 2.5 Delivery of part orders is permitted and will be charged as separate orders.
- 2.6 All prices quoted are exclusive of V.A.T, which will be added on the invoice at the applicable rate.

### 3. PATENTS AND COPYRIGHT

- 3.1 The customer warrants that goods made to the specification or design of the customer shall not be in breach of any patent, design or trademark or other industrial property right of any other person.
- 3.2 SES STERLING (herein after called the company) retains all rights to the property and copyright in all specifications and literature, and all abstracts or copies thereof shall be returned to the company on demand.
- 3.3 Some of the products sold by the company may be subject to patents and/or copyrights not belonging to the company. It is not always practical to mark the product thus and notice is hereby given of such rights.
- 3.4 Illustrations, dimensions and descriptive matter are typical only. They are subject to variation and alteration in accordance with our product development policies.

### 4. PRODUCT LIABILITY

All sales are made to customers purchasing their goods in the course of their trade. Accordingly, it is the responsibility of the customer to ensure that the goods are suitable for their purpose, and to inspect and so far as is reasonable, test the goods to ensure that they are of merchantable quality and in accordance with specification. Save as provided by statute, the liability of the company is limited to replacement of faulty goods. The company is not responsible for delays in delivery or in replacement of goods. The company will not bear any responsibility for consequential losses. Our prices are based upon these terms. The customer shall sell the goods upon terms incorporating this condition upon any subsequent sale or other disposal.

### 5. CREDIT

- 5.1 The company will grant monthly credit terms to approved customers. The company may withdraw credit facilities at any time and at its absolute discretion without stating any reason.
- 5.2 The property in all cases will remain that of the company until paid for.
- 5.3 Until property in the goods passes, the customer shall keep the goods clearly identified. The goods shall be insured in their full value at the cost of the customer, against all usual risks. Any proceeds from an insurance claim shall be held on trust to pay for the goods invoiced.
- 5.4 Interest may be charged on overdue accounts at the base rate of our clearing bankers.
- 5.5 Payment is deemed to have been received only when the amount has been credited to our bank account via BACS, cheque or when we have received cash.

### 6. APPLICABLE LAW

These conditions shall be interpreted in accordance with English Law.

### 7. HEALTH & SAFETY

Section 6 of the Health & Safety at Work Act 1974 provides that manufacturers, designers, importers or suppliers of articles for use at work have a duty to ensure, so far as is reasonably practicable, that the article will be safe and without risk, to health when properly used. The manufacturer, designer, importer or supplier does not consider an article as being properly used if it is used without regard to any relevant information or advice relating to its use that has been made available. It is important that the products concerned should be installed, commissioned and maintained by, or under the supervision of competent persons and that the products are being used in an application for which their design and purpose was intended. In accordance with the provisions of the ACT, the customer is therefore requested to take such steps as are necessary to ensure that any appropriate information relevant to our products is made available to anyone concerned.