

Terms and Conditions of Sale

1. General

All quotations are made and all orders accepted only upon and subjected to these Conditions of Sale. Unless expressly accepted in writing by PMG Company ("the Seller") no qualification or variation of these conditions made in the buyers Order Form or Correspondence or otherwise will have any effect.

2. Quotations by Seller

Unless previously withdrawn, every quotation is open for acceptance within thirty days only from its date and, if required by the Seller, is subject to approval of Buyers credit.

3. Prices

Quoted prices are based on the Seller's current selling prices, which are subject to alteration without notice. The price quoted is for stipulated quantities only and does not hold good for lesser quantities.

4. Alteration of Prices

All orders are accepted and quotations given at prices then ruling. Prices will be increased in the event of increases in import duty, exchange rates or surcharges, VAT, freight charges or supplier's prices. The Seller reserves the right to execute orders at the price ruling at the time of despatch. The Seller reserves the right to amend prices to correct errors or omissions.

5. Illustrations and Descriptions

All descriptions, including specifications and drawings, included in the Sellers quotations are approximate only, and the Buyer shall accept without redress, any minor deviations therefrom. All photographs, illustrations, advertisement lists and similar matter represent in a general way the type of goods concerned but do not necessarily represent in detail the particular goods which are the subject of the quotation or the order, and they do not form part of the Contract.

6. Weights and Measurements

Every care is taken to ensure the correctness of weights and measurements and other statistical information included in any estimate supplied to the Buyer. But no slight deviation shall vitiate the contract or constitute a ground of any claim against the Seller.

7. Improvements and Alterations

The Seller reserves the right, without giving previous notice to the Buyer, from time to time to carry out minor alterations or improvements in design or method of manufacture, which may also include modifications to meet the RoHS directive, and no such alteration shall affect the contract.

8. Delivery

Unless otherwise agreed in writing, delivery will take place ex the Sellers works. Carriage and packing will be charged on all deliveries.

9. Time of Delivery

All delivery dates quoted are estimated, are not guaranteed and do not form a term of contract, whilst every endeavour will be made to comply with these dates, the Seller shall have no liability whatsoever for any delay in despatch or delivery or for any loss occasioned thereby.

10. Force Majeure

The Seller shall have no liability whatsoever in respect of any failure to deliver or delay in delivery, attributable to any cause, of whatever nature outside the Seller's control.

11. Damage or Loss in Transit

No responsibility will be accepted by the Seller for damage or loss of goods in transit. Any such damage should be notified to the Carrier and the Seller within three days of receipt, and the goods held for inspection to enable a claim to be made on the Carrier. If the goods are not received within six days of the date of invoice, the Carrier and the Seller should be immediately notified.

12. Payment and Property

- (a) All accounts are payable on a strictly net monthly basis for account holders. Unless the Buyer has an approved credit account orders can only be accepted on a proforma basis.
- (b) The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the intending Buyer shall have paid to the Seller the agreed price. The risk in goods shall pass on delivery.
- (c) The Seller may for the purpose of recovery of his goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same if the intending Buyer has not, at any time paid to the Seller the agreed price.
- (d) Until such time as the intending Buyer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any person and in a manner which makes them readily identifiable as the goods of the Sellers.
- (e) The intending Buyer acknowledges that he is in possession of the goods solely as bailee for the Seller until the intending Buyer shall have paid to the Seller the agreed price together with the full price of any other goods the subject of any other contract with the Seller.
- (f) If the Buyer shall sell the goods or otherwise dispose of the them before payment of the said price to the Seller any sum which the Buyer shall receive or to which he may become entitled by virtue of such sale or disposition shall, limited to the amount representing the said purchase price, be held by him as trustee for the Seller and the Seller shall have all rights and remedies at law or in equity to recover the whole or any part of the price remaining unpaid.

13. Return, Rejections and Shortages

No goods may be returned without the Sellers written consent. Goods returned within a reasonable period (maximum six weeks) of their delivery to the Buyer and accepted by this Company as defective, will be replaced as originally ordered, but no claim will be admitted for additional labour or other expenditure or for any consequential damage. All goods should be returned unused and in the original packaging which should be free from markings and in a resaleable condition. Claims for shortages can only be recognised if made within three days of delivery of goods to the Buyer.

14. Limitation of Liability

The Seller accepts no responsibility for any damage or injury which may occur after delivery of, or attributable to, the goods.

15. Warranty

Subject as provided below, the Seller will repair or replace free of charge any of the goods or any part of any of the goods which, within a period of six weeks after the date of delivery shall be found to the Sellers satisfaction to be defective owing to faulty workmanship or materials, provided the goods concerned are returned promptly for inspection, to the Sellers works. All transit costs in connection with the operation of this warranty will be for the Buyers account. The foregoing warranty is subject to the qualification that in no circumstances is the Sellers liability in respect of goods or component parts not of the Sellers manufacture to extend beyond any corresponding liability of the supplier to the Seller.

The foregoing warranty is in substitution for all other warranties or conditions whether express or implied by law, all of which are hereby expressly excluded, and the Seller will not be under any liability for any consequential loss, damage, claims or liabilities of any nature arising from any cause whatsoever.

16. Patent Warranty and Indemnity

The Buyer shall warrant that any instruction furnished or given to him shall not cause the Seller to infringe any patents, registered designs, or trade marks in the execution of the Buyers order. The Buyer shall indemnify the Seller from all claims for infringement of patents, and for all claims for royalty in respect of goods supplied by the Seller which incorporate or have attached thereto any objective or device which is the invention or property of the Buyer.

17. Cancellations

The Seller shall be entitled to claim up to twenty five per cent of the value outstanding of any order cancelled after the expiry of fourteen days from the Sellers receipt of such order. The Seller shall be entitled to claim £20 or ten per cent of the value (whichever is the greater) on any order cancelled after the expiry of twenty four hours from receipt of such order by the Seller. In the event of cancellation of an uncompleted balance of an order by the Buyer (or by the Seller in the event of a postponement as set out in clause 18) the Seller reserves the right to claim up to twenty five per cent of the value of any order outstanding and to amend the charge for those goods already supplied on the order at the price applicable to the quantity supplied.

18. Schedule Orders

Orders for phased or scheduled delivery (hereinafter referred to as Schedule Orders) are acceptable on the following conditions. Schedule orders which shall not exceed a period of twelve months from the date of the order to the date of completion, will be priced at the total quantity per line item ordered provided firm delivery requirements are given and the value of each shipment exceeds £50. The Seller reserves the right to consider cancelled any outstanding balance and to make a cancellation charge in accordance with condition 17 above if delivery date requirements are postponed by the Buyer by more than a total of three months. No amendment to a delivery date will be accepted unless the Seller receives eight weeks prior notice in writing.

19. Exhibition

Except with the Seller's previous consent in writing, the Buyer shall not exhibit the goods or permit them to be exhibited at any exhibition.

20. Applicable by Law

These conditions and the contract between the Seller and the Buyer shall be governed by the laws of England.

21. Minimum Charges

Where the total value of any order, and/or scheduled delivery in respect of the Sellers products is less than £50, a minimum charge of £50 may be made.

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