ANGLIA SPRAYERS LTD; STANDARD CONDITIONS OF SALE ORDER AND CONTRACT

The specification of the order, the price of the order and the delivery date shall be as detailed on the acknowledgement of order document if requested. Any delivery date for the goods is approximate only and Anglia Sprayers Ltd shall not be liable for any reasonable delay in delivery. These details on this document or on any written amendment to or re-issue of the acknowledgement of order document shall form the basis of the contract between any customer and Anglia Sprayers Ltd. Any request to amend an order should be confirmed in writing. Any amendment agreed will be confirmed to the customer on an amended or re-issued acknowledgement of order.

TITLE

Notwithstanding the receipt and acknowledgement of any order or the delivery of goods, the ownership of goods supplied by Anglia Sprayers Ltd shall remain vested in Anglia Sprayers Ltd until payment in full has been made. In the event of non-payment Anglia Sprayers Ltd shall be entitled to repossess the goods and have the same rights as an unpaid seller in possession. The customer shall have the power to re-sell the goods to a third party in which case, in the event that the customer has not paid for the goods, Anglia Sprayers Ltd shall be entitled to the proceeds of the re-sale in the hands of the customer or any liquidator, receiver, or trustee in bankruptcy of the customer.

SETTLEMENT TERMS

A ORDERS FOR NEW EQUIPMENT

Settlement of invoices is strictly before delivery unless specific terms of payment have been agreed in writing prior to the order being raised. Settlement in full is due 30 days after the date of the invoice.

B SPARES ORDERS

Settlement of invoices is on a proforma/cash sale basis with payment due prior to shipping unless special terms of payment have been previously agreed. For special terms (account customers), settlement of orders for spares are due 30 days from the date of the invoice.

DELIVERY

Where goods are to be fitted to other equipment supplied by the customer, the customer will defray the cost of moving the equipment to and from Anglia Sprayers Ltd unless fitted on the customers premises in which travel and time of engineers will be chargeable.

The cost of delivery of orders for spares for delivery to any destination within UK will be added to the invoice. The cost of delivery of orders for goods for overseas will be added to the invoice and any customs duty or taxes are payable by the customer.

Where incorrect goods have been received by the customer from Anglia Sprayers Ltd notification in writing needs to be made to them within 14 days of receipt of the goods.

MODIFICATION AND CANCELLATION OF ORDERS

Anglia Sprayers Ltd will not accept any responsibility where the customer has incorrectly specified the goods ordered. Returns for incorrect orders may result a handling charge being incurred by the customer. Cancellations cannot be accepted for orders that are non-stock items and are specially ordered/ supplied directly from the manufacturer.

WARRANTY CLAIMS

Anglia Sprayers Ltd will repair or replace (at their discretion) items of equipment which fail because of faults in material or manufacture subject to if a suitable written warranty claim is received.

Claims for goods damaged in transit must be made immediately after the delivered goods have been inspected.

Anglia Sprayers Ltd will not be held responsible for any claims arising from the improper use of any goods supplied.

LEGAL CONSTRUCTION

Any contract or arrangement shall be deemed to be made in England and shall be governed by English law for all purposes.

HEALTH AND SAFETY

If you are not fully conversant with the operation of all parts of the equipment ordered please ask for further information and advice before using the equipment.