

3-e Engraving Ltd

Terms & Conditions of Sale

1. **Scope.** These conditions apply to and govern all contracts for the supply of goods and services by 3-e Engraving Ltd ("The Company") to any other person ("the Customer") and shall prevail over any inconsistent terms or conditions contained or referred to in the Customers Order or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

2. **Quotations.** Quotations and tenders by the Company shall not constitute a binding offer, and the Company reserves the right to withdraw or amend the same at any time prior to acceptance of the Customer's order.

3. **Prices.** Unless otherwise specified in the Customer's contract, prices shall be those ruling at the time of dispatch and the Company shall have the right to revise quoted prices to take account of any change in rates of duty, carriage, freight, insurance and raw material cost.

4. **Terms of Payment.** All goods remain property of the Company until paid in full. Unless pre-authorized all goods are to be paid in full prior to collection. All prices quoted are inclusive of VAT. Unless otherwise stated payment of invoices shall be due 14 days from the date of delivery or the invoice date (whichever is sooner). Orders over £50 require a 10% deposit on order with the balance on collection. Account orders require 20% on collection with the balance due within 14 days. The Company reserves the right to levy a surcharge on all unpaid accounts which are more than 7 days overdue, the payment due date of 3% over Barclays Bank base lending rate (£5 minimum) per week overdue. Such interest may be charged at the same time after the period stated and when charged shall itself be liable to interest at the same rate.

5. **Delivery.** Unless delivered by the Company transport, delivery shall be deemed to be complete upon delivery by the Company to the courier or carrier named by the Customer for transportation to their final destination.

6. **Returns.** All goods purchased and returned without damage in original packaging or having been altered in any way through no fault of our own may be subject to a handling charge of 15% (£5 minimum)

7. **Variation in Quantity and Size.** Unless told otherwise, the Company shall meet its contractual obligations by supplying sized goods +/- 10% of stated sizes. Variation in quantity shall be invoiced to the Customer on quantity delivered.

8. **Insurance.** In any case where the customer wishes the Company to insure specific consignments of goods the Customer must advise the Company in a reasonable time prior to the delivery quoting the full value to be insured and the premium payable shall be charged to the Customer.

9. **Infringement of Third Party Rights.** The Customer shall indemnify and keep indemnified the Company against all damages, costs and expenses which may be incurred by and for which the Company may become liable as a result of carrying out any work required to be done in accordance with the requirements or specification of the Customer involving an infringement of copyright or rights in a patent or any other intellectual property of any other firm, company or person.

10. **Liability.** The Company shall not be liable for any defects in the quality, nature or conditions of the goods or for failure of the goods to comply with any specification or

for any shortage in quantity delivered unless a claim in writing is submitted to the Company by the Customer within 7 days of delivery of said goods.

In the event of any defect, failure or shortage as aforesaid which is duly notified to the Company in accordance with this condition, the Company shall replace free of charge any goods found to be defective by any reason of the faulty material or workmanship provided that as a condition thereof that the Company may require said goods to be returned to the Company's works carriage paid within one month of the delivery date and the Company shall make good any shortage.

Subject to the foregoing all conditions and warranties implied by statute, common law or otherwise as to the quality or fitness for purpose of the goods are excluded. Furthermore the company shall be under no liability to the Customer for any loss, damage or injury directly resulting from defective material, faulty workmanship or otherwise, howsoever arising out of the contract and whether or not caused by the negligence of the Company, its servants or agents.

11. **Force Majeure.** The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the Company delaying in or being prevented from carrying out its obligations under the contract by reason of an Act of God, Riot, Strike, Accident, Breakdown of plant or machinery, fire, flood, difficulty in obtaining materials or transport or any other circumstances outside the contract of the Company.

12. **Notices.** Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, faxed or e-mail addressed to the party concerned at its principle place of business or last known address.

13. **Governing Law.** This contract shall be governed by and construed and interpreted in accordance with the Laws of England & Wales. All differences and disputes arising between the Company and the Customer under, or in respect of, or out of, or in connection with this contract shall at the option of the Company but not otherwise be referred to arbitration in England and Wales by a British Arbitrator to be agreed between the parties or in default of agreement (within 7 days after notice being given by the Company to the Customer requiring the Customer to agree to the appointment of a particular Arbitrator) to be appointed by the President of the London Chamber of Commerce in accordance with the Arbitration Act 1950 or any statutory variation, modification or re-enactment thereof for the time being in force. If the Company exercises its option aforesaid an award of the said Arbitration shall be a condition of precedent to any liability of the Company to the Customer.

14. **Retention of Title.** All goods supplied by the Company in the hands of the Customer whether paid for or not shall remain the property of the Company until all of the outstanding debt to the Company is paid.



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