

Plunkett Associates Limited, Terms & Conditions of Supply (Parts)

1 Scope of Contract

- 1.1 The terms set out below, comprise all the terms of the contract between Plunkett Associates Ltd (hereinafter known as the Company) and the Purchaser. No other statement, written or oral, including statements in any brochure, website or promotional literature, shall be incorporated into the contract or have any legal effect.
- 1.2 The terms set out below shall prevail over any terms put forward by the Purchaser. No employee of the Company has any authority to vary these terms or to make any representation on behalf of the Company as to their effect. No addition to or variation of these terms shall be binding on the Company unless in writing and signed by a director of the Company.
- 1.3 Any clause, or part thereof, which is or may be void or unenforceable shall be treated as severable from the remainder of this contract and shall not affect any other provisions of this contract.
- 1.4 Receipt by the Company of the Purchaser's order shall be deemed to be conclusive evidence of the Purchaser's acceptance of these terms.
- 1.5 Any changes by the Purchaser to the original order, must first be agreed in writing by both parties and the Purchaser hereby accepts that the Company may change the terms of its quotation following any such agreed variations.

2 Delivery

- 2.1 Unless otherwise agreed and stated on the Company's quotation the price agreed shall include delivery to the Purchaser at a single UK address.
- 2.2 The Company will use its best endeavors to deliver the goods by the date agreed for delivery but it is agreed that failure of the Company to deliver by this date, shall not entitle the Purchaser to terminate this contract.
- 2.3 The Company shall not be liable to the Purchaser for any losses caused to the Purchaser by late delivery of the goods.
- 2.4 If delivery is delayed by circumstances beyond the control of the Company including but not limited to, fire, flood, storm, Act of God, war, riot, civil commotion, strikes, lock-outs and other industrial action then:
- 2.4.1 The Company shall as soon as is reasonably practicable, give the Purchaser notice of the reasons for the delay, provided that the Company shall incur no liability by reason of any failure to give notice;
- 2.4.2 The Company duty to deliver shall be suspended for so long as the circumstances continue and the time for delivery shall be extended by an equivalent period;
- 2.4.3 The Company may at any time, and at its sole discretion, give notice to the Purchaser to terminate the contract. In that case the Company shall incur no liability to the Purchaser for any losses caused as a result of the termination.

3 Quantities

- 3.1 The Company shall be entitled to deliver the contract goods by installments of any size and in any order.
- 3.2 If the Company delivers more or less than the agreed quantity of goods the following provisions shall apply:
- 3.2.1 The Company shall have no liability to the Purchaser in respect of the excess or shortfall unless the Purchaser gives the Company notice of the excess or shortfall within five days of delivery. If the Purchaser does give such notice then:
- 3.2.1.1 in the case of excess delivery the Company will make arrangements for the excess to be returned to the Company at the Company's expense or disposed of;
- 3.2.1.2 in the case of short delivery the Company may at its own discretion either make good the shortfall by one or more further deliveries or reduce the contract price by the same proportion as the shortage bears to the contract quantity.
- 3.3 The Purchaser shall not be entitled to reject any delivery on the grounds of any excess or short delivery but shall pay the contract price or, where the Company exercises the option referred to in 3.2.1.2, the reduced price in accordance with that provision.
- 3.4 Save as provided in Clauses 3.1-3.3 above, the Company shall not be liable for any losses caused by excess or short delivery.

4 Seller's Warranty

- 4.1 The Company shall have no liability whatsoever either to the Purchaser or to any third party for any alleged failure of the goods for reasons of safety or performance.
- 4.2 The Company shall not be liable for any economic loss suffered by the Purchaser as a result of the failure of any goods, including loss of profits, business, goodwill or other consequential losses.
- 4.3 The Company does not warrant that the goods are fit for any particular purpose of the Purchaser and the Purchaser assumes all responsibility for the performance and safety of the goods in whatever ways those goods are used by the Purchaser or any third parties hereafter.
- 4.4 The Company shall have no liability for any defect in the quality of the goods or their failure to correspond to any description or sample or to be fit for any purpose and all other conditions, warranties, stipulations and undertakings, whether express or implied by statute or common law are excluded.
- 4.5 The Purchaser shall indemnify the Company against any and all damages penalties costs and expenses for which the Company may become liable by reason of any loss damage cost or expense suffered by any person using the goods manufactured by the Company

5 Payment

- 5.1 Payment for goods delivered is due not later than thirty days from invoice date and shall be in UK pounds sterling. The Purchaser will pay interest on sums paid late at the rate of 3% above the base lending rate of Natwest

Bank plc in force from time to time together with any other costs which the Company incurs in recovering payment of any outstanding amounts including all professional and legal fees.

5.2 Except where the Company reduces the contract price as allowed for in this contract the Purchaser will pay the full invoice price of goods delivered without any deduction, set-off or abatement on the grounds of any alleged shortfall in delivery, defect in quality or failure to conform to specification, or other breach of contract by the Company.

5.3 If the Purchaser fails to pay in full for goods delivered, by the date for payment under Clause 5.1 above the Company shall be entitled to bring an action for the price notwithstanding that property in the goods has not passed to the Purchaser.

5.4 The Company quotation shall be valid for 30 days only from the date of the quotation.

5.5 All prices quoted are exclusive of VAT

6 Title and Risk

6.1 Goods delivered shall be at the Purchaser's risk from the time they are delivered. All goods are dispatched using recognised agents who offer 'signed for' services. Before signing for any delivery care should be taken to inspect the packaging and if damaged mark the agents paperwork appropriately. Packaging should then be retained to aid any subsequent claim against the agent and the Company notified within 24 hours of receipt.

6.2 Property in goods delivered shall not pass to the Purchaser until the Purchaser has paid all sums due to the Company (a) in respect of the goods and (b) on any other account.

6.3 Until property in the goods passes to the Purchaser in accordance with Clause 6.2, the Purchaser shall hold them as bailee for the Company and shall store them separately from any similar goods of the Purchaser or any other supplier in such a way that they remain identifiable as the Company property.

6.4 The Purchaser's right to possession of goods supplied by the Company shall terminate if the Purchaser is declared bankrupt or makes any proposal to his creditors for any composition or voluntary arrangement or, if the Purchaser is a company, an administrator, administrative receiver or liquidator is appointed in respect of its business.

6.5 The Purchaser hereby grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the goods are stored in order to inspect them or, where the Purchaser's right to possession has terminated, recover them.

7 Returns Procedure

7.1 In the unlikely event that the Purchaser is not completely satisfied with the quality, accuracy or performance of the goods supplied, the following steps should be completed:

7.1.1 Contact the Company by phone or email to discuss the issues within five days of receipt.

7.1.2 If the goods are faulty due to manufacture, the Company reserves the right to re-supply or raise a credit for the goods at its discretion.

7.1.3 Regardless of the outcome of 7.1.2 the faulty goods must be returned to the Company, otherwise the Purchaser will be invoiced for the goods concerned.

7.1.4 As all goods are custom made and the Company is not the design authority, failure to function due to the goods design is not an acceptable cause for return.

7.1.5 On no account are goods to be returned without first communicating with the Company (7.1.1), at which time if it is agreed that the items are to be returned, a Returns Number (RN) will be allocated. This must be clearly shown on any packaging used to subsequently ship the goods.

7.1.6 Any evidence that the goods have been used by the Purchaser shall immediately negate any rights to return the goods.

7.1.7 Shipping costs associated with 'returns' shall be borne by the Purchaser. Shipping costs associated with re-supply shall be borne by the Company.

8 Applicable Law and Jurisdiction

8.1 The formation, construction and performance of this contract shall be governed in all respects by English Law.

8.2 It is agreed that the English courts shall have the sole jurisdiction to decide any dispute arising out of or in connection with the formation, construction or performance of this contract.

9 Miscellaneous

9.1 The Company can if it chooses enter into sub-contracts with third parties to carry out any work as part of the Purchaser's order.

9.2 The Company may transfer or assign all or any of its rights and or/obligations under these terms and conditions to any third party without requiring the consent of the Purchaser