

# d.m.i.

## mechanical engineers

grain handling - structural steelwork - sheet metal work - lathe & milling work - steel stockists

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Pinnaclehill Industrial Estate,  
Kelso, Roxburghshire, TD5 8DW  
Tel: 01573 226255 Fax: 01573 228255  
Email: enquiries@dmi.gb.net  
Website: www.dmi.gb.net

Directors: R J Hay & G Brown

### TERMS AND CONDITIONS OF SALE

#### 1. ACCEPTANCE OF ORDERS

d.m.i. mechanical engineers Ltd (hereinafter called "the Company") will not be liable for any delay occurring in the manufacture or delivery of orders where such delay is caused by circumstances over which the Company has not control.

The Company further reserve the right to implement all orders, in whole or in part, and shall not be liable for any loss where the Company has been able to implement an order in part only.

The Company reserves the right to ask for a 25% deposit with order and will require stage payments where goods or services have been provided.

Completion dates given for site works are further subject to weather conditions.

Where a Crane is required it will be provided on the understanding that a suitable hard standing and adequate access is made available.

#### 2. PRICES AND DISCOUNTS

Unless otherwise stated, all prices and discounts quoted are those ruling at the date of quotation. The Company reserves the right to alter such prices and discounts without notice and all goods will be invoiced at the rates applying at the time of despatch.

Invoice queries must be notified to the Company in writing within 4 days of the date of invoicing.

Goods quoted "ex stock" are offered subject to prior sale.

#### 3. CANCELLATION OF ORDERS AND RETURNS

The Company may accept the cancellation of orders or the return of goods in exchange for credit, subject to the Company being indemnified against all loss suffered by said cancellation or return. Unless prior notification in writing has been given, the Company will not accept the return of any goods obtained or manufactured to the Customer's specifications.

#### 4. ERRORS

Typing or clerical errors or omissions are subject to correction.

#### 5. CARRIAGE

The Company reserves the right to charge carriage on all orders.

Any special carriage arrangements requested by the Customer will be charged appropriately.

All carriage charges will be at nett cost to the Company.

#### 6. FIRST ORDERS

In order to avoid delay with first orders, an invoice will be issued and on receipt of payment the order will be processed.

#### 7. CREDIT ACCOUNTS

The Company may offer a credit account facility subject to satisfactory trade or bank references.

Terms will be nett cash within 30 days unless otherwise stated.

The Company reserve the right to withdraw any special discounts in the event that there are any overdue balances on the Customer's account.

The Company reserves the right to withdraw any credit account facilities at any time.

**P.T.O.**

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### **8. NON-ARRIVAL**

The Company will not accept responsibility for the non-arrival of goods unless notification of non-arrival is received within 3 days from the date of despatch.

### **9. DAMAGE IN TRANSIT**

Any goods supplied by the Company which are broken or damaged in transit will be repaired or replaced at the discretion of the Company free of charge, provided that in acknowledging receipt of the goods, the Customer has accepted the same, subject to such damage, and the Company are notified of such damage within 3 days of receipt of the goods.

### **10. SHORTAGES**

Any discrepancies between goods supplied and the delivery notes must be notified to the Company within 3 days from the date of delivery, failing which the Company will not accept responsibility thereafter.

### **11. WARRANTY**

The Company warrants all new products manufactured by it to be free from defect in material or workmanship. In the event of any defect in any product manufactured by the Company, due to defective material or workmanship, being notified to the Company within 6 months of the date of delivery of the same, the Company will make good the said part. The Company will not be liable for any consequential loss. This warranty does not extend to any product which, in the opinion of the Company, has been repaired, altered, neglected or not used for the purpose for which it was manufactured. All replaced parts will become the property of the Company. The Company accepts no responsibility for loss or damage to Customer's goods however occasioned, whilst in the possession of the Company. Goods not manufactured by the Company are sold subject to the Manufacturer's Warranty.

### **12. TITLE**

Legal Title to any goods shall not pass to the Customer until all sums due to the Company have been paid in full. Until such time as the Title to any goods passes to the Customer, the Customer shall keep the goods separate from those of the Customer or any Third Party and they will ensure that they are properly stored, insured and identifiable as the Company's property, however the Customer may resell or use the goods in the ordinary course of their Business.

Until such time as the Title to any goods passes to the Customer, the Company may at any time terminate the authority to resell the goods and request that the Customer return the goods to the Company, if the Customer fails to do so the Company reserve the right to enter the Premises of the Customer or any Third Party where the goods are stored and recover the goods.

### **13. OVERDUE ACCOUNTS**

The Company reserves the right to charge interest on overdue accounts at the rate of 5% per annum above Royal Bank of Scotland plc's base rate.

Revised - 01/03/2006