

Terms & Conditions Of Sale

CEL -2020-01

1. INTERPRETATION

1.1 In these conditions:

'BUYER' shall mean the person, firm or company entering into the Contract to purchase the Goods from the Seller
'CONDITIONS' shall mean these Terms and Conditions of sale and any additional Terms and Conditions specifically advised to the Buyer in writing at or before the time of entering into the Contract.
'STANDARD' related to Goods shall mean those Goods specified as standard in the Seller's catalogue or price list 'SPECIAL' or 'NON-STANDARD', related to Goods shall mean those Goods not specified as 'STANDARD'
'CONTRACT' shall mean the Contract for the sale of Goods by the Seller to the Buyer
'GOODS' shall mean the goods and/or services which the Seller agrees to supply to the Buyer under the Contract
'SELLER' shall mean Coventry Engineering Ltd or any member or division of the Coventry Engineering Group.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods under these Terms and Conditions which shall govern the Contract to the exclusion of any other Terms and Conditions. No order shall be accepted or deemed to be accepted unless and until confirmed by the Seller, either in writing or by execution. These Conditions shall constitute the entire agreement in relation to the sale of the Goods. No change, variation or additions to the Contract or these Terms and Conditions of Sale shall be binding unless in writing and accepted by the Seller. The Seller shall not be liable for any advice or representation given by the Seller or its employees or agents to the Buyer which is not confirmed in writing.

3. ORDERS AND SPECIFICATIONS

3.1 The quantity, description and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller), but the Seller reserves the right to make changes to the specification of its Goods, that do not materially affect their quality, performance or intended purpose.

3.2 The Buyer shall indemnify the Seller against loss, damage, costs and expenses in connection with the infringement intellectual property rights resulting from the Seller's use of the Buyer's specification.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price, or where no price has been quoted or a quoted price is no longer valid, the price listed in the Seller's then current price list. All prices quoted are valid for 30 days. Unless otherwise agreed in writing, all prices shall be based on delivery Ex Works (Incoterms 2000) and exclusive of any applicable value added tax, or other duties which the Buyer shall additionally be liable to pay to the Seller or, in the case of duties, to the relevant authority in the country of destination.

4.2 The Seller reserves the right, by giving notice to the Buyer, prior to delivery, to increase the price of the Goods to reflect any increase in cost to the Seller due to any factor beyond the Seller's control, any change in specification or quantity of the Goods requested by the Buyer, or any delay caused by any instructions of the Buyer or the failure to give such instructions.

5. PAYMENT TERMS

5.1 The Seller shall be entitled to invoice the price of the Goods immediately upon delivery or deemed delivery (as defined hereafter). If the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery, the Seller may deem that delivery shall have taken place at any time after the Seller has notified the Buyer that the Goods are ready for collection.

5.2 Unless otherwise agreed in writing, the Buyer shall pay the price of the Goods (without set-off or other deduction other than any deposit paid) not later than the end of the month following the month of delivery. The Seller may recover the price, notwithstanding that delivery may not have taken place and the property in the Goods may not have passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

5.3 If the Buyer fails to make any payment on or before the due date then, the Seller may:

5.3.1 suspend all or any further deliveries to the Buyer made under this or any other contract with the Buyer without prejudice to the Buyer's obligation to the Seller under this or any other Contract, or to cancel this or any other contract with the Buyer and to claim damages from the Buyer; and

5.3.2 appropriate any payment to such of the Goods (or goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit; and

5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3% per annum above Barclays Bank Plc base rate from time to time accruing daily, until payment in full is made.

5.4 The Seller may without notice set off any sums owed to the Buyer in or towards the satisfaction of all and any liabilities of the Buyer to the Seller, howsoever arising.

6. DELIVERY

6.1 Unless otherwise agreed in writing, delivery shall be considered to have been made either by the Seller releasing the Goods to the Seller's nominated carrier for onward transmission to the Buyer, or by the Buyer collecting the Goods at the Seller's premises following notification by the Seller to the Buyer that the goods are ready for collection or, if some other place for delivery is agreed, by the Seller delivering the Goods to that place.

6.2 Delivery dates given by the Seller are approximate only and the time for delivery shall not be regarded as the essence of the Contract.

6.3 Where the Goods are to be delivered in installments, each delivery shall constitute a separate Contract. Failure by the Seller to deliver any one or more of the instalments or any claim in respect of one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 The Seller shall not be responsible for any costs, howsoever arising and whether directly or indirectly incurred, by the Buyer as a result of any delay or failure to deliver the Goods.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer, in case of Goods to be delivered at the Seller's premises, when the Seller notifies the Buyer that the Goods are available for collection, or in case of Goods to be delivered elsewhere, at the time of delivery or, if the Buyer wrongfully fails to take delivery when the Seller has tendered delivery.

7.2 Notwithstanding delivery and the passing of risk, the property in the Goods shall not pass to the Buyer until the Seller has received, in cleared funds, full payment of the price of the Goods and all other goods sold by the Seller to the Buyer under any other Contract.

7.3 Until such time that the property in the Goods passes to the Buyer:-

7.3.1 the Buyer shall hold the Goods as the Seller's agent or bailee, and shall keep the Goods separate from all other goods and property stored, protected and insured and identified as the Seller's property. The Buyer shall be entitled to resell or use the Goods in the ordinary course of business, but shall have a fiduciary duty to the Seller to account for the proceeds of sale or otherwise of the Goods.

7.3.2 The Seller may require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises where the Goods are stored and repossess the Goods.

7.4 The Buyer shall not be entitled to charge by way of security any of the Goods which remain the property of the Seller. If the Buyer does so, all moneys owing by the Buyer to the Seller shall, forthwith become due and payable.

8. WARRANTIES AND LIABILITIES

8.1 The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery provided that:-

8.1.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.1.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions, misuse or alteration or repair of the Goods without the Seller's approval;

8.1.3 if the total price for the Goods has not been paid by the date due date for payment, the Seller shall be under no liability, until the total price for the Goods has been paid;

8.2 Any claim by the Buyer under the warranty in Condition 8.1 shall be notified to the Seller within 7 days from the date of delivery or, where the defect or failure to correspond with the specification was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not so notify, the Seller shall have no liability to the Buyer.

8.3 Following notification of any valid claim under the warranty in Condition 8.1, the Seller, at his sole discretion, shall be entitled to replace the Goods (or the part in question) free of charge or refund to the Buyer the price of the Goods (or a proportionate part of the price) without further liability.

8.4 Except in respect of death or personal injury caused directly by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at Common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer and the entire liability of the Seller under or in connection with the Contract shall not exceed, in any circumstance, the price of the Goods, except as expressly provided in these Conditions.

9. INSOLVENCY OF BUYER

If the Buyer becomes insolvent or ceases or threatens to cease to carry on business or the Seller shall reasonably believe that any of these events is about to occur, the Seller shall be entitled to cancel the Contract and any other Contracts with the Buyer or suspend any further deliveries under the Contract and any other Contracts with the Buyer without any liability. If the Goods or any other goods have been delivered, but not paid for, the price shall become immediately due and payable.

10. EXPORT TERMS

10.1 Where the Goods are supplied for export, this clause 10 shall apply notwithstanding any other provisions. Any terms or expression which is defined in or given a particular meaning by the provisions of Incoterms 2010 shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

10.2 The Buyer shall be responsible for complying with laws governing the importation and use of the Goods and the payment of duties.

10.3 Unless otherwise agreed, the Goods shall be delivered ex Works from the Seller.

10.4 The Buyer shall be responsible for arranging for any special testing and/or inspection of the Goods, that the Buyer may require, at the Seller's premises before shipment and the Seller shall have no liability for any defect which would be apparent from such inspection.

11. GENERAL

11.1 Neither party shall be entitled to assign the whole or any part of this Contract without prior written consent of the other.

11.2 Any notice required or permitted to be given hereunder shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may have been notified. A notice shall be deemed to have been received, in the case of a facsimile, upon transmission and, in case of a letter, forty-eight hours after posting.

11.3 The failure of the Seller to insist on strict performance of any of the Terms and Conditions of the Contract will not be construed as a waiver of any such Terms and Conditions and will in no way affect the right of the Seller to enforce such provisions later.

11.4 If any provisions of these Conditions is held to be invalid or unenforceable in whole or part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

11.5 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

HEALTH AND SAFETY AT WORK NOTICE

The Coventry Engineering Group (CEG) are manufacturers and suppliers of Spindle Nose Tooling and related products, all of which are manufactured from high quality materials to strict quality standards.

In compliance with Health and Safety at Work legislation and good practice, CEG would draw your attention to the precautions, which should be taken when using these products.

CEG takes the utmost care to ensure that its products are designed and manufactured to be safe and without undue risk to health, when properly used in the manner for which they were intended.

Conversely mis-use of these products could provide a potential health hazard to those people using them and/or in the vicinity of their use.

It is the Buyer's responsibility to ensure that any products supplied by the CEG are used in strict accordance with the relevant product installation and usage instructions and that every precaution is taken, such that would be reasonably necessary to protect operators or any other person in the vicinity where the products are being used, from the risk of injury, including loss of hearing, arising from such use.