

TERMS AND CONDITIONS OF SALE

In these Conditions:

BUYER	means the party who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
GOODS	means the goods which the Seller is to supply in accordance with these Conditions.
SELLER	means Kek-Gardner Limited.
CONDITIONS	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative. Any variation or amendment to these conditions agreed between Seller and Buyer must be in writing. These terms shall apply to any subsequent contract between Buyer and Seller and to the exclusion of any terms and conditions proposed by the Buyer which the Buyer admits shall have no effect at Law.
2. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller in which event the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
3. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the Order. All quotations (which must be in writing) of the Seller are valid for 30 days. All prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
5. The Buyer shall pay the price of the Goods within 30 days from the date of the Seller's invoice. The time of payment of the price shall be the essence of the Contract. Receipts for payment will be issued only upon request. The Seller reserves the right to charge interest on overdue accounts at the rate of 2% above Barclays Bank's base rate from due date until payment is received.
6. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. Any dates as to delivery or availability of goods are estimates and approximate only. Where the Seller arranges transport and (a) the goods are damaged or (b) the goods are lost then the Buyer must notify the Seller within 3 and 10 days respectively after the receipt of the invoice for the goods. The Seller's liability shall be limited to the replacement or repair within a reasonable time of the goods damaged or not delivered.
7. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
8. 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 the date of their initial use or 18 months from delivery, whichever is the first to expire.
9. In the event of insolvency of the Buyer without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
10. Neither party shall have a claim against the other in respect of any loss of profit business, revenue, contracts or anticipated savings or any other special consequential or indirect loss incurred or suffered by the other party and arising directly or indirectly out of the contract or the performance, defective performance, non performance or delayed performance by the performing party of any of the obligations contained herein.
11. Notwithstanding anything herein before contained the Seller's liability in contract, tort or breach of statutory duty or otherwise arising by reason of, or in connection with this specification shall be limited to the contract price.
12. All illustrations, leaflets, drawings, catalogues or other matter issued by the Seller or on their behalf and particulars of size, weight, measurement, output and performance contained in any of them or in any quotation are approximate only and not binding on the Seller.
13. If any provision within these terms and conditions is held invalid by law it shall not affect the validity of any other terms and conditions.
14. The Contract shall be governed by the laws of England and any disputes subject to English Courts.