

# Terms and Conditions

## TERMS AND CONDITIONS OF SALE

Every effort is made to ensure that sound material and workmanship and any goods proving to be defective in either respect will be replaced (if practically possible to do so) under the same original contract free of charge, if returned to us within 3 calendar months from date of delivery and admitted by us to be defective. All goods ordered are supplied and replaced only upon the terms that we are relieved from any liability for labour or expenditure other than that set forth above.

We give no warranty, express or implied, for material, or fitness of goods for any particular purpose, whether such purpose be known to us or not.

The time of delivery is named subject to the non-occurrence of accidents to machinery, strikes or workmen or other causes beyond our control. Delay in delivery of whole or part shall be allowed if caused by lockouts, fire, tempest, accidents to machinery, war or other unexpected or exceptional cause. The promise of delivery is given in good faith but the Company can accept no liability in the event of the anticipated date being exceeded. No guarantee of warranty as to the date of delivery is given or may be implied although every endeavour will be made to give delivery within any time which may be stated in the contact.

Under the Health & Safety at Work Act, instructions as to what precautions should be observed in handling our products are immediately available on demand.

Cases, packing material and spools will be charged for unless returned in good condition, carriage and delivery charges paid.

Cancellation of orders cannot be accepted, unless by mutual agreement.

Unless otherwise stated all orders will only be accepted for delivery at the price ruling on date of despatch.

Where a client chooses to arrange their own courier to collect goods from Croft a £20 administration charge will be applied.

Should a customer supply a sample of their product – be it a part or complete assembly for Croft to inspect prior to quoting – if it is not collected within a 3 month period Croft shall reserve the right to dispose of it as required.

Our terms of payment are strictly net cash payable within 1 months following date of invoice.

Orders will be accepted subject to the foregoing Conditions of Sale. Unless accepted by the Vendor in writing, any terms or conditions laid down by the Purchaser which conflict with, or in any respect qualify or negate these conditions shall be deemed to be inapplicable.

#### **TERMS AND CONDITIONS OF PURCHASE**

Official Order Number must appear on Invoices and all relative dockets.

No order recognised unless on our official order form or given in writing otherwise.

Delivery Note must be sent at the time when goods are despatched.

Delivery must be effected within stipulated time or at the required date. The Company reserve the right to cancel this Order, or part hereof, and refuse acceptance of all goods ordered or any part thereof if delivery is not made within the time specified.

No responsibility can be entertained for empties, packages etc., not clearly valued on the above mentioned papers.

The acceptance of this Order by the supplier is to be acknowledged in writing within three days from date of order and such acceptance shall be deemed to constitute an acceptance of the conditions herein set out and the supplier in accepting our order and by supplying goods to us forgoes any part of his conditions of sale which contradict our Conditions of Purchase except if he expressly states otherwise in writing to us within five days from receipt of our order, in which case we have the right to withdraw our order.

All goods are understood to be despatched at suppliers' risk and expense and we cannot be held responsible for such additional expense as may arise for packing, insurance and otherwise, and the supplier expressly accepts any liability for breakages, total or part loss, short delivery or otherwise, which occur during transportation.

Our order is placed on the assumption that the supplier has sold to us at a fixed price. Supplier conditions such as "material to be invoiced at prices ruling at date of despatch" are not applicable.

All goods remain the property of Croft Filters until the goods are paid for in full.