

Cotswold Technical Services LTD

Terms And Conditions Of Sale

All orders for goods and services accepted by Cotswold Technical Services Ltd (hereinafter referred to as "CTS") are accepted subject to the following terms and conditions, which shall form part of and govern the Contract of Sale. Acceptance of services shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a Purchase either in a document or otherwise that deviates from these conditions is not acceptable unless agreed in writing by a director of CTS.

Pricing:

CTS reserves the right to vary as necessary the quoted price for goods and services in accordance with market conditions at the date of supply. CTS will normally endeavour to honour all quotes for a minimum period of 30 days and to honour any service facility price for a minimum period of 12 months, subject to the aforementioned.

Service Agreements:

Unless otherwise stated or agreed access to all contracted equipment will assumed to be available for CTS engineers during normal office hours (0900-1700) Monday to Friday

Unless otherwise stated or agreed CTS will not include the provision of any specialist access equipment for client sites for the maintenance of equipment other than standard portable stepladders.

Any third party interference with equipment contracted for maintenance by CTS is deemed to be a deviation of the agreed contract.

Cancellation of any agreed contract will at the discretion of CTS result in the full contract period agreed price to become due for immediate payment.

Payment:

Subject to accepted terms of credit being in place with CTS, invoices are due for payment nett 30 days from the date issued. All other invoices will be issued on a pro-forma basis at the discretion of CTS.

Claims for payment concerning work in progress will be valued at the end of each calendar month and invoiced accordingly at the discretion of CTS.

Deviations of the purchasers requirements following the instigation of the purchasers order shall at CTS's discretion be subject to reimbursement of costs incurred by CTS for any part of the original order value.

Payment retentions of any form will not be accepted by CTS in lieu of payments due without prior discussion and agreement in writing.

Agreed maintenance contracts will be invoiced following each routine and each non-routine visit for completed services.

Payment is to be made in Sterling.

Any costs incurred by CTS in the recovery of overdue invoices will be chargeable.

Availability Of Goods:

CTS will endeavour to comply with estimated dates for delivery of goods and services. Should this not be possible owing to causes beyond CTS's control CTS cannot be held liable for any costs or inconvenience caused.

Property And Risk:

All goods and services supplied remain the property of CTS until payment has been received in full. CTS reserve the right to trace all proceeds of resold goods in accordance with the principles of Re. Hallets Estates 1880 13CH.D696. At any time after the due date for payment of any amounts owing from the purchaser to CTS and so long as such amounts have not been received enter the purchaser premises and remove therefrom all goods that remain the property of CTS.

From the time of delivery of the goods to the purchaser nominated address the risk of any loss or damage to the goods from whatever cause arising shall be borne by the purchaser.

Claims:

Claims against invoices shall not be accepted unless notified in writing to CTS within 14 days.

No liability for claims for incorrect goods or services shall be accepted unless notified in writing to CTS within 7 days of delivery.

Guarantees:

CTS will guarantee all new goods and services for 12 months from the date of supply subject to manufacturers warranties. Any third party interference with CTS supplied services, negligence, excessive wear and tear, vandalism, environmental impacts, etc. beyond CTS's control will void any claim under guarantees.

Consequential Loss:

The extent of CTS's liability to the purchaser (whether direct, indirect or consequential) for any default or breach whatsoever and howsoever arising shall in no circumstances exceed the invoice value of the goods supplied or intended for supply.

Law:

If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.

This contract is and shall be deemed to have been made and shall be governed by English Law.

CTS Procurement:

Please see separate document which is available from our office / web site outlining the procurement process that CTS operate.