

1. **General** In the event of any inconsistency between these conditions and those in your purchase order, the former shall prevail. Acceptance of the goods implies acceptance of these conditions. These conditions may not be varied except in writing by one of our directors.
2. **Prices** We may revise prices without notice. Prices will be those ruling at the date of dispatch. Any invoice query should be made in writing within ten days of the date of the invoice. All prices exclude VAT that is due at the current rate in force. Unless otherwise stated, prices are for a single consignment to a single address. Where agreed call offs are not adhered to by the purchaser, the seller reserves the right to amend the price structures in accordance with the quantities delivered.
3. **Payments** All accounts are payable in full within 30 days of invoice date. The seller reserves the right to suspend deliveries where payment is not received in accordance with above or in accordance with any alternative arrangement which shall be agreed in writing between the parties. The seller also reserves the right to withdraw credit terms shown above in this clause and substitute cash with order terms. Any invoice not paid in full by the due date shall attract interest payments. These will accrue from the due date at the rate of 5 percent per month until the full amount has been paid.
4. **New Accounts** Customers wishing to open ledger accounts are requested to furnish a bankers and two trade references.
5. **Telephone Orders** Orders can be accepted by telephone only if the purchaser quotes an official order number.
6. **Title** Until we have received full payment for all goods whatsoever supplied and all services rendered at any time by us to the buyer, property in the goods shall remain in us. Airtec reserves the right to repossess any of the goods to which it has title and for this purpose the purchaser hereby grants irrevocable right and license to the seller's servants and agents to enter upon any of its premises with such transport as may be necessary during normal business hours.
7. **Delivery** While the seller will take all reasonable steps to deliver the goods within the delivery period quoted, the seller accepts no responsibility for failure to do so. The seller reserves the right to deliver in more than one shipment at his discretion.
8. **Cancellations/Returns** Orders for goods may be cancelled only with the written agreement of one of our directors at least five working days prior to dispatch. Orders for goods made to special order cannot be cancelled. All standard stock cancellations will be subject to a cancellation charge of 10%.
9. **Loss and Damage in Transit** Shortage of goods or damage must be notified by telephone within three days of delivery and confirmed in writing within seven days of delivery, or no claim can be accepted. Delivery of obviously damaged goods should be refused. Notifications should give delivery note number; a list of quantities of the products damaged, and details of the type of damage. Damaged goods must be retained for inspection. Liability cannot be accepted for non-delivery of goods if written notification is not received within ten days of the date of invoice.
10. **Rejection** Unless otherwise agreed, goods rejected by the purchaser as not complying with the contract must be rejected within seven days of receipt.
11. **Defects after Delivery** We will make good by repair or at our option by the supply of a replacement, defects which, under proper use, appear in the goods within the period of twelve calendar months after the goods have been delivered and arise solely from faulty design, materials or workmanship provided. The defective part(s) should be returned to us if we so require. All parts used in the equipment will be those supplied by Airtec Air Systems Ltd. No liability will be accepted for any faults that may arise due to any design/modification made, furnished or specified by you. We shall refund the cost of carriage on such returned parts and the repaired or new parts will be delivered by us free of charge. No liability is accepted by the seller for any consequential loss, damage or injury resulting from such defects or from any work done whatsoever, however caused.
12. **Technical Data** Whilst every effort has been made to ensure the accuracy of technical data, brochures, advertisements or samples, Airtec Air Systems Ltd accepts no liability in respect of any contingency arising from errors or omissions.
13. **Quotations** If a 'quotation' is given, it is a firm price but subject to these terms and conditions. Quotations are valid for 60 days. An 'estimate' is our best estimate of the final cost but may be subject to fluctuation due to exigencies of the job that may be difficult or impossible to foresee.
14. **Contract Cancellation** Under some circumstances we may cancel the contract without notice or compensation. Such circumstances would include inability to obtain raw materials, labour and supplies, strikes, lockouts and other forms of industrial action or dispute, fire, flood, weather conditions, war, civil disturbance, act of god or any other cause beyond our control making it impossible for us to fulfill the contract.