



General Terms & Conditions of Sale

1. **Delivery**

We will make every reasonable effort to ensure that delivery is completed on or before the due date of delivery. We will not accept responsibility or liability for delay caused in whole or in part by strikes, lock-outs, works breakdown, fire shortages of materials or labour, delay in approval of Engineering Drawings or any other events of whatsoever nature beyond our reasonable control.
2. **Storage**

If we do not receive forwarding instructions sufficient to enable dispatch of the goods or equipment within 30 days after the date of notification that the goods are ready for despatch, the client shall accept delivery when tendered or arrange storage. If the Client is unable to accept delivery or cannot arrange for storage, we shall be entitled to arrange storage on the Client's behalf and notify the Client of all charges for storage, insurance and conveyance which shall be the responsibility of and invoiced to the client.
3. **Damage in Transit**

We will only be responsible for damage or deterioration in transit provided the Client notifies us in writing within 10 days of delivery.
4. **Contract Date**

The contract shall become binding upon the parties only when we accept an order from the Client in writing. Any quotation and/or tender given by us shall be deemed to be an invitation to treat and not an offer on our part.
5. **Cancellation**

Orders placed and accepted cannot be cancelled except with our consent and on terms that will indemnify us against loss. Goods returned without our prior consent will not be accepted for credit.
6. **Overdue Accounts**

The Client shall be liable to pay interest at the rate of 2% over Barclays Bank PLC base rate calculated on a daily basis on all overdue accounts.
7. **Consequential Loss**

We shall not be liable for any consequential loss or damage suffered by the Client howsoever caused including loss due to delay, loss of production, loss of profits, loss or damage to other property or goods and death or injury to persons.
8. **Guarantee**

For a period of twelve (12) months from the date of delivery, or where the goods or equipment are installed by ourselves, from the date of completion of installation, we will accept liability for any defects in goods or equipment supplied by us which develop under proper use as a result of faulty materials or bad workmanship in manufacture, subject to the following provisions:-

 - (i) The goods or equipment have at all times been operated in accordance with our operating and maintenance manual provided with the equipment.
 - (ii) The nature of the inlet water or other governing plant factors has not changed in composition by a significant amount.
 - (iii) There has been no exchange or modification of the goods or equipment or the parts thereof after installation without our instruction.
 - (iv) The plant has not been misused or damaged by external force.
9. **Claims and Return of Goods or Equipment**

The entitlement of the Client to any benefit of the guarantee shall be subject to the following conditions:-

 - (i) Any complaint must be notified in writing to us in the case of alleged defects within fourteen (14) days of the date of the alleged defect arising or being discovered by the Client and in any event not later than fourteen (14) days after the expiry of the guarantee period.
 - (ii) The Client shall prove to our satisfaction that the alleged defect is covered by one or more of the provisions of guarantee and we shall have sole discretion whether the equipment or part in question should be made available for inspection by our representative at the Client's premises.
 - (iii) Notwithstanding the foregoing, our written permission must be obtained before any goods or equipment are returned.
10. **Jurisdiction**

These general terms and conditions shall be subject to and continued in accordance with English Law.
11. **Passing of Risk**

The Risk in goods shall pass to the Client when goods are available and tendered for delivery.
12. **Title**

Notwithstanding the above or any other provisions in the contract as to risk, all goods and equipment sold shall remain the property of Chem Resist Group Limited until these general Terms and Conditions have been fulfilled and we have been paid in full. The client shall not endeavour to dispose of or mortgage or charge or lend or part with the goods without our express written consent until ownership passes from Chem Resist Group Limited



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