

Terms and conditions

Standard terms and conditions of trading

1. Making the contract

All orders are placed under the general law of contract except insofar as the same is inconsistent with these terms and conditions and is capable of modification thereby. These terms and conditions exclude any other terms and conditions inconsistent therewith which a buyer might seek to impose even though such other terms and conditions may be submitted in a later document and or purport to exclude or supercede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by the buyer. No variation of these terms and conditions is permitted unless expressly accepted by us in writing.

2. Cancellation

No cancellation by the buyer is permitted except where expressly agreed by us in writing.

3. Price

All quotations are made in good faith but we reserve the right to invoice the goods at the prices ruling at the date of despatch. All secondhand goods are offered subject to remaining unsold.

4. Terms of payment

All sums become due and payable under these terms and conditions not later than 30 days from the invoice date. Time for payment shall be of the essence.

5. Ownership of goods

We retain title to the goods until payment is made in full. However, the risk therein and all liabilities to third parties in respect thereof shall pass to the buyer on delivery.

6. Delivery

Delivery will be deemed to have been effected when the Goods leave our premises or the premises of our suppliers. In circumstances where the Goods are delivered direct from such suppliers, time of delivery is not of the essence. We reserve the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

7. Warranty

No representation or warranty is given as to the suitability or fitness of the Goods for any particular purpose and the buyer shall satisfy himself in this respect and shall be totally responsible therefore. If the Goods are in such a state as would but for this condition entitle the Buyer to repudiate the contract and/or claim damages from Severn Sales we reserve the right to repair or replace the Goods or reimburse to the Buyer the price paid therefore.

8. Health and safety

The Goods are supplied with such items of safety equipment as are fitted at the time of sale. Any additions which shall be necessary in connection with the installation or use of the Goods to satisfy the requirements of the Factories Acts. Health and Safety At Work Act or other statutory enactments for the time being in force shall be paid for separately. The buyer shall be responsible for complying at his own expense with any health and safety requirements necessary for the safe operation of the Goods.

9. Liability

Nothing in this clause shall be deemed to exclude or restrict our liability for death or personal Injury resulting from negligence.

Exclusion

This clause only covers defects caused by faulty design, manufacture, materials or workmanship. It does not cover defects caused by abnormal use, misuse or neglect or in the case of secondhand Goods fair wear and tear. We agree that if any defect covered by this clause is discovered during the period of three months commencing with the date of despatch, we will either repair the Goods at our own expense or, if we choose to do so, replace them or reimburse the purchase price. The Buyer cannot claim the benefit of this clause unless:

- he informs us of the relevant defect in writing within 7 working days of discovering it; and
- he returns the Goods to us at his own expense. The risk of accidental loss whilst the Goods are being returned will be borne by the Buyer. In consideration for receiving the benefit of this clause, the Buyer agrees that, apart from those terms set out in clause 7 no other terms, whether conditions, warranties or innominate terms, express or implied, statutory or otherwise, shall form part of this contract except where the Buyer deals as consumer within section 12 of the Unfair Contract Terms Act 1977 when the terms implied by section 13, 14 and 15 of the Sale of Goods Act 1979 shall be implied into the contract.

Exclusion of Consequential Loss

Severn Sales shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from our negligence). Non exhaustive illustrations of consequential or indirect loss would be

- loss of profits
- loss of contracts
- damage to property of the Buyer or anyone else and
- personal injury to the Buyer or anyone else (except so far as such injury is attributable to our negligence).

Limitation

Severn Sales total liability for any one claim or for the total of all claims arising from any one act or default of ours (whether arising from our negligence or otherwise) shall not exceed £100,000 or the contract price whichever is the greater.

10. Proper law and jurisdiction

The Contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of English Courts.