



Thame Workholding Terms and Conditions of Sale

1. General

- a) In these conditions "the Company" means Thame Engineering Co Ltd. (trading as Thame Workholding).
- b) Orders placed with the Company will only be accepted on the following terms and conditions.
- c) No variation of these standard conditions shall be binding unless agreed by the company in writing.
- d) No buyer's conditions shall take precedence over these conditions unless agreed by the company in writing.
- e) The contract for the purchase of all goods and services from the company shall be governed by English law.

2. Quotations

- a) Quotations are valid for 30 days from the date of issue.
- b) Any extension of the quotation beyond 30 days is entirely at the Company's discretion.
- c) Offers to supply goods from stock are subject to the goods being unsold at the time of acceptance of the buyers order.
- d) Lead times quoted are the best estimate at the time of the quote and may have altered by the time the order is accepted.
- e) Prices are valid for the quantity stated on the quotation.

3. Prices

- a) Prices on quotations and the Company's official price list are ex-works unless otherwise stated in writing and exclude VAT.
- b) The Company's official price list may be altered from time to time without prior notice. The price charged will be that applying at the date the order was received by the company.

4. Delivery

- a) Despatch dates given at the time of an order are best estimates. Although every effort will be made to keep these dates, no liability by the Company will be accepted should despatch dates not be met.

5. Cancellation

- a) An order may only be cancelled in writing.
- b) In the event of a cancelled order, the Company may charge the customer for any costs incurred by the Company prior to the cancellation. These costs will include administrative costs and may, with a late cancellation of specially manufactured goods, amount to the full sales value of the goods.

6. Despatch

- a) Items on an order will normally be despatched and invoiced as each becomes available.
- b) Carriage will be charged at cost on all orders unless agreed otherwise in writing.

7. Non Delivery , Shortage and Damage

- a) Non delivery or shortage of any items must be advised to the Company within seven days of the date of the invoice or advice note.
- b) Goods damaged in transit must be advised to the Company within three days of receipt.
- c) The Company will only accept liability for non-delivery, shortage or damage where the Company has arranged the method of despatch. Where the customer has arranged collection the Company's liability ceases once the goods have left the Company's premises.

8. Payment

- a) New accounts must supply the names and addresses of two trade references. Pending their acceptance as a credit account, customers orders will only be accepted with an accompanying cheque or credit card payment for the full amount.
- b) Orders of less than £ 10,000 from credit account customers must be paid for within 30 days of the invoice date.



Payment Cont

- c) Unless other terms are agreed in writing, orders over the value of £10,000 will be accepted on the basis of:
 - 30% of the value with the order
 - 50% of the value prior to despatch
 - 20% of the value 30 days after invoice date
- d) Should a customer exceed the Company's credit terms, the Company reserves the right to cease all work on any outstanding orders; refuse to supply any outstanding orders and insist that all outstanding invoices be paid whether or not they have fallen due.
- e) The buyer shall not be entitled to withhold payment of any amount because of a disputed claim by the buyer in respect of defective goods or any other breach of contract.
- f) The buyer shall not off-set without the written permission of the Company any monies owed by the Company to the buyer against the buyers liability to the Company.

9. Ownership

- a) The goods shall remain the sole and absolute property of the seller as legal and equitable owner until such time as the intending purchaser shall have paid to the seller the agreed price, together with the full price of any other goods the subject of any other contract with the seller. The purchaser shall keep the goods separate until they are paid for in full. The seller may for the purpose of recovery of its goods enter upon any premises where they are stored and may reposses the same. Should the intending purchaser agree to sell on the sellers goods this shall be subject to the express condition that the entire proceeds thereof are held in trust for the seller and shall at all times be identifiable as the sellers monies.

10. Returns

- a) No returns for whatever reason will be accepted without the prior agreement of the Company.
- b) Goods which have been correctly supplied to the customers original order will only be accepted back if the Company feels it will be able to resell them. In these circumstances and for the goods only and provided the goods are received back in good condition a credit note will be issued. A handling charge may be applied. Where the Company feels that the goods cannot be resold (for instance where they have been specially manufactured or obtained for the customer) it will not accept any returns.
- c) Where the goods have been incorrectly supplied by the Company it will accept the goods back and credit the customer the full value.

11. Liability and Suitability of Purpose

- a) The Company's liability under any order is limited to replacement or rectification of any faulty goods within the warranty period.
- b) All other liabilities (excepting those laid down by Acts of Parliament) whether directly or indirectly resulting from any defect or failure of a product or service supplied by the Company are expressly excluded.
- c) Unless the Company has been notified in writing of the purpose for which the goods are to be used and the Company has confirmed in writing that the goods are suitable for that purpose, the Company accepts no responsibility for loss or damage which the buyer may suffer if the goods are not fit for the purpose for which they are used.

The Company's full address to which all orders and correspondence should be addressed is:

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