

AUTOBOX CONDITIONS OF SALE (FOR MACHINERY AND EQUIPMENT)

1. GENERAL – The acceptance of our Quotation includes the acceptance of the following terms and conditions
2. VALIDITY – Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, where no period is stated, within thirty days only after its date of issue.
3. LIMITS OF CONTRACT – Our quotation includes only such goods, accessories and work as are specified therein.
4. REPAIRS – A quotation or estimate for repairs is made on the assumption that the repairs are reasonably capable of being carried out. If, on inspection, this is found not to be the case, we will advise you as soon as is reasonably practicable; no liability shall attach to us for any loss occasioned by the repairs not being carried out and the cost of such inspection shall be borne by you. Goods or equipment sent to us for repair shall be delivered to our works free of all cost. Any time quoted by us for delivery of goods repaired in our works or for completion of repairs on site shall not begin to run until we have received the plant to be repaired or, where repairs are to be carried out on site, have obtained access to the plant and all necessary information to enable us to put the work in hand. Any such time is to be treated as an estimate only not involving us in any liability for failure to deliver or complete within such time unless you have suffered loss and the amount payable in respect thereof shall have been agreed in writing as liquidated damages, in which case our liability shall be limited to the amount so agreed to be paid. In all cases, whether a time for delivery or completion be quoted or not, the time therefore shall be extended by a reasonable period if delay in delivery or completion is caused by instructions, or lack of instructions, from you or by industrial dispute or by any cause whatsoever beyond our reasonable control.
5. INSPECTION AND TESTS – Our products are carefully inspected and, where practicable, submitted to our standard tests at our works before despatch.
6. PERFORMANCE – We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them, subject to any tolerances specified or agreed to by us, in an agreed sum as liquidated damages. Before you become entitled to claim liquidated damages or to reject the goods we are to be given reasonable time and opportunity to rectify their performance. If you become entitled to reject goods, we will repay to you any sum paid by you to us on account of the contract price thereof. You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose.
7. LIABILITY FOR DELAY – Any times quoted for despatch or delivery are to date from receipt by us of a written order to proceed and of all necessary information and drawings to enable us to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from you or by industrial dispute or by any cause beyond our reasonable control.
8. VARIATIONS – In the event of variation or suspension of work by your instructions or lack of instructions the contract price may be adjusted accordingly.
9. DELIVERY – Unless otherwise specified in our Quotation, the price quoted includes delivery by any method of transport at our option. Unless otherwise specified, we shall not be responsible for offloading.
10. LOSS OR DAMAGE IN TRANSIT – When the price quoted includes delivery other than at our works, we will repair or at our option replace free of charge goods lost or damaged in transit; provided that we are given written notification of such loss or damage within such time as will enable us to comply with the carrier's conditions of carriage as affecting loss or damage in transit or, where deliver is made by our own transport, within a reasonable time after receipt of the Advice Note.
11. TERMS OF PAYMENT – Unless otherwise agreed, payment in full shall be due for goods within 30 days of receipt.
12. TITLE – Until the goods are paid for in full, title shall remain with Autobox. Upon delivery to the customer's premises, risk shall remain with the customer.
13. STORAGE – If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
14. INSTALLATION AND TRAINING – Unless specifically excluded at the request of the customer, it is agreed that installation and training will be carried out by an Autobox approved engineer at the cost quoted. Autobox accepts no responsibility for faults or failure of any of the equipment in the event the customer declines the quotation for installation and training. Training shall be carried out at times suitable to the customer and Autobox or its installation agents.
15. WARRANTY AND DEFECTS AFTER DELIVER – We will make good, by repair or the supply of a replacement, defects which, under proper use, appear in the goods within a period of twelve calendar months after the goods have been delivered and arise solely from faulty design other than a non-standard design or component specified by you for which we hereby disclaim responsibility in full, materials or workmanship. Provided always that defective parts have been returned to us if we shall have so required.
16. PATENTS – We will indemnify you against any claim for infringement of Letters, Patents, Registered Design, Trade Mark or Copyright (published at the date of the contract) by the use or sale of any article or material supplied by us to you and against all costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to us, or to an infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by us. Provided also that this indemnity is conditional on your giving to us at the earliest possible time notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You on your part warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letters Patent, Registered Design, Trade mark or Copyright in the execution of your order.
17. LIMITATION ON CONTRACTORS' LIABILITY WHILST ON SITE – If we, our agents or sub-contractors are on site for the purposes of the contract then, notwithstanding the provisions of Clause 15 we will indemnify you against direct damage or injury to your property or person or that of others
18. FINAL CERTIFICATE – Upon expiry of the defects liability period specified in Clause 15 we shall be under no further obligation or liability to you either under the contract or in tort (including but not limited to negligence), unless within 14 days thereafter you shall have given us written notice of any matter in respect of which we remain obliged or liable to you.
19. ARBITRATION – If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of receipt of such notice, of some person appointed by the President for the time being of the Chartered Institute of Arbitrators.
20. STATUTORY AND OTHER REGULATIONS – If the cost to us of performing our obligations under the contract shall be increased or reduced by reason of the making or amendment after the date of tender of any law or of any order, regulation, or bye-law having the force of law that shall affect the performance of our obligations under the contract, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.
21. LEGAL CONSTRUCTION – The contract shall in all respects be constructed and operate as an English contract and in conformity with English law.