Terms and Conditions

1 Definitions

In these conditions, these words have the following meanings:
'Customer' means the person, firm, company or organisation whose order for the goods is accepted by the supplier.
'Supplier' means Bay Engineering Dorset Ltd, McKay Way, Lynch Lane Industrial Estate, Weymouth, Dorset, DT4 9DN.
'Goods' means all products supplied by the supplier to the customer.

2 Value Added Tax

All prices quoted are exclusive of VAT, which will be charged at the current rate at invoice date.

3 Orders and Specifications

3.1 The supplier may subcontract part or all of any order but will retain full responsibility for meeting orders, specifications and quality.
3.2 Unless specified in writing by the customer, the supplier will determine methods of manufacture and processing.

4 Prices

4.1 Prices are held firm for 90 days from the date of quotation.
4.2 All prices quoted are "Ex Works" unless specified in writing.

5 Terms of Payment

5.1 The supplier will be entitled to invoice the customer for the price of all or any completed single item of goods, on or at any time after supply/despatch of the goods.
5.2 **Payment is due 30 days from end of month that invoice is dated.** If payment is not made when due, then all invoices outstanding shall become due for immediate payment irrespective of the date of invoice.
5.3 If payment is not made on the due date, then the supplier shall be entitled to charge interest (both before and after judgement) on the amount unpaid at the rate of 2% per month from time to time until payment in full is made - a part of a month being treated as a full month for the purpose of calculating interest.

6 Damage or Non-Delivery of Goods and Missing Invoices

6.1 Goods shall be deemed to have been delivered undamaged and in full unless notification of damage, short delivery or non-delivery has been reported to the supplier within 3 days of delivery.
6.2 All invoices shown on monthly accounts shall be deemed to have been received and the Goods in respect thereof to have been delivered unless the supplier is notified of any discrepancies within 3 days of the date of the supplier's monthly statement on which the invoice first appears.

7 Detective or substandard Goods

Claims for defective or sub-standard goods must be made in writing within 7 days of delivery.

8 Return of Goods

The supplier is under no obligation to accept the return of goods that have been supplied in accordance with the contract.

9 Acceptance of Orders

9.1 The supplier accepts orders subject to the following:
9.1.1 Availability of raw materials or Goods
9.1.2 The right to correct errors and omissions on invoices and credit notes.
9.1.3 The right to correct errors and omissions on quotations.
9.2 The supplier reserves the right to refuse application for credit.

10 Limitation of Liability

The Supplier does not accept any liability for loss arising from any delay in the delivery or completion of orders.
The Supplier does not accept liability arising from loss or damage to customer's property, unless specifically agreed in writing prior to work being carried out.

11 Passing of Ownership

Risk of damage to or loss of the Goods shall pass to the Customer immediately upon despatch, but title to the Goods will not pass to the Customer until such time as the Supplier receives payment in full for the Goods delivered.

12 Retention of Title

Until the price of Goods in this or any other contract between the Customer and the Supplier and all other sums whatsoever which are or may become outstanding from the Customer to the Supplier shall have been paid or satisfied in full (if by cheque then only upon clearance) then:
12.1 The ownership of the goods comprised in this contract shall remain vested in the supplier.
12.2 The Customer shall store the goods in such a way that they can be readily identified as being the Suppliers Goods.
12.3 The Customer shall on request, inform the Supplier of the precise location of each item of the Goods by supplying the Supplier at the Customer's expense within 3 days of its request within a written schedule of the said locations.
12.4 Upon the customer failing to comply with the clause 5 or in the event of any of the circumstances occurring as set out in clause 12 or 13 then the Supplier shall be irrevocably entitled by itself, its servants or agents with or without vehicles or other equipment to enter upon any premises under the Customer's direct or indirect control for the purpose of removing and repossessing such Goods or their proceeds of sale and the Supplier shall be entitled to claim from the Customer the costs and expenses by the Supplier in and ancillary to the process of such removal and repossession.
12.5 Nothing in these conditions shall prevent the Supplier from maintaining an action for the price notwithstanding that the ownership of the Goods may not have passed to the customer.

13 Insolvency of the Customer

13.1 This clause applies if:
13.1.1 The Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

13.1.2 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer; or

13.1.3 The Customer ceases or threatens to cease to carry on business; or

13.1.4 The Supplier reasonably apprehends any of the events mentioned above are about to occur in relation to the Customer and notifies the Customer accordingly.

13.2 If this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier will be entitled to cancel the contract or suspend any further services under the contract without any liability to the Customer. The price for any Services already provided but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14 General

14.1 Any notice required or permitted to be given by either party to the other under these Conditions will be in writing addresses to the other party at its registered office or principal place of business.

14.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.

14.3 All relevant contracts shall be governed by the laws of England and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.

I/We hereby agree to abide by Bay Engineering Dorset Ltd.'s Terms and Conditions of sale as detailed above and agree to respect the credit terms. I/We understand that ownership of Goods purchased will not pass until these goods have been paid for by me/us. I/We understand that Bay Engineering Dorset Ltd shall not be obliged to accept this application nor to give any reason for refusing the same. I am authorised to enter into this agreement on behalf of the Customer.

Full company name _____

Authorised Signature _____ Position _____

Name in block capitals _____ Date _____

FOR INTERNAL USE ONLY

Credit Limit £_____ Account Ref _____

Application approved / rejected by _____ Date _____