



Evaframe Limited Terms & Conditions of Sale

Application of Terms & Conditions

The terms & conditions set out herein shall apply to all contracts for the sale of products by Evaframe Limited to the customer, within the terms & conditions Evaframe will be referred to as the 'Seller' and the customer referred to as the 'Buyer'. No other terms & conditions shall be binding upon the parties; this contract embodies the entire understanding between the parties. There are no promises, terms, conditions, obligations, oral or written, expressed or implied other than those contained herein, or confirmed in writing by Evaframe and attached hereto.

1. General

- 1 These terms & conditions shall apply in full without variation for every order placed with the Seller except if the Seller has agreed otherwise in writing, including any provisions made in the official order from the Buyer.
- 2 By requesting a quotation or placing an order the Buyer & the Seller shall both be bound by these terms & conditions.
- 3 Orders are accepted on condition of these terms & conditions. Orders cannot be cancelled without the consent of the Seller.
- 4 Any quotation given by the Seller will remain valid for 30 days only.
- 5 All specifications, drawings, descriptions and dimensions must be submitted to the Seller by way of a written order. It is the Buyer's responsibility to ensure the information within this order is accurate.
- 6 An order shall only be binding on the Seller once the Seller has acknowledged the order in writing.

2. Payment

- 1 All orders are subject to a 50% deposit of the full order value. No order will commence manufacture until the deposit has been received & cleared by the Seller.
- 2 The final balance of the order value is to be paid in full to the Seller on delivery or collection of the goods by the Buyer.
- 3 The Seller reserves the right to offer or deny credit terms to the Buyer at his discretion. Any credit terms agreed will be notified to the Buyer in writing and only then shall the terms become effective.
- 4 If the Buyer defaults on payment the Seller will suspend or cancel any pending or further orders and charge interest of 3% a year above the base lending rate of the Bank Of England. The interest shall accrue on a daily basis from the due date to the actual payment of the

overdue amount, whether before or after Judgment. You must pay Us interest together with any amount overdue.

- 5 If the Seller has to resort to legal action to recover overdue debts, the Buyer will be liable for all costs, interest and solicitors fees.
- 6 The ownership of goods will remain with the Seller until the goods have been paid for in full. The risk is passed to the Buyer on delivery. If the Buyer goes into liquidation or bankruptcy or a voluntary winding up is commenced, then the Seller shall be entitled to enter onto the Buyer's premises and remove any goods there supplied by the Seller but not yet paid for in full. If any goods have been resold by the Buyer, the Seller shall retain the title to any goods which have not been paid for in full.

3. Delivery

1. All risks of loss or damage shall pass to the Buyer on delivery of goods. Delivery to a carrier or to any person, firm or Company on the Buyer's behalf shall constitute as delivery to the Buyer.
2. Any date and time given for delivery of goods to the Buyer is intended for estimates only and the Seller shall not be liable for any loss or costs incurred arising from late deliveries.
3. The Seller reserves the right to deliver in instalments.
4. The Seller reserves the right to cancel whole or part order when the Seller is prevented from making delivery by strikes, lockouts, trade disputes or labour troubles or a cause beyond Seller's control including: act of God, act of Buyer, embargo or other government Act, regulation or request, fire, accident, war, riot, delay in transportation, inability to obtain adequate labour, materials or manufacturing facilities and the Seller shall not be bound to obtain in the market goods to replace goods on orders that have been cancelled as a result of said events.

4. Warranty

1. The Seller undertakes to replace or repair any goods to defective materials or workmanship, subject to the Buyer notifying the Seller, in writing within 5 working days from the date of delivery.
2. It shall be up to the Seller's discretion if the goods should be returned to the Seller and if the Seller shall replace or repair the faulty goods.
3. Any claim under warranty is subject to the Seller being afforded reasonable opportunity to inspect the product concerned. If on inspection it is determined that the product was not of faulty manufacture, the Buyer will be liable to pay for the cost of inspection.
 4. The Seller's warranty shall be limited to the repair or replacement of any faulty goods. The Seller shall not be liable for any consequential third party losses or claims.