



**CYLINDER SERVICE CENTRE LTD**  
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## **CONDITIONS OF SALE**

### **1 DEFINITIONS**

In these conditions:-

- (i) "the Company" shall mean The Cylinder Service Centre Ltd.
- (ii) "the Purchaser" shall mean the person, firm or company to whom any quotation is addressed or with whom any contract is made.
- (iii) "the Goods" shall mean the goods agreed to be sold

### **2 FORMATION OF CONTRACTS**

- (a) All contracts of sale made by the company shall be deemed to incorporate these terms & conditions. No variation of or addition to these terms and conditions shall form part of any contract unless made specifically accepted by the company in writing.
- (b) All terms & conditions and exceptions referred to by the Purchaser or contained in the Purchaser's order or in any other document of or communication from the Purchaser are hereby excluded.
- (c) Quotations issued by the Company are not offers capable of acceptance so as to make a binding contract and are only valid for a period of 30 days from the date of the quotation. All orders placed with the company require its acceptance before any contract arises and the goods are sold subject to the Company's right of prior sale after the date of making the quotation
- (d) No servant or agent of the company has any authority to give any representation or warranty relating to the goods or to agree to any oral variation to these Conditions unless such representation warranty variation or addition is expressed in writing and signed on behalf of the Company by the Director or other person duly authorised by the Company.

### **3 TERMS OF PAYMENT**

Unless otherwise agreed in writing payment for the goods will be made by the Purchaser in cash without discount on receipt by the Purchaser of the Company's sales invoice and payment shall be made notwithstanding and delay in the delivery installation, starting up or use of the goods or of any machine comprised therein and shall be made in the month following the date of invoice.

### **4 PRICES**

- (a) Prices quoted are ex-works and exclude packing and carriage unless otherwise stated. All prices quoted are subject to the addition of Value Added Tax except where the price is expressly stated to include such tax.
- (b) Prices quoted are those in force at the date of the quotation only and the Company reserves the right to change such quoted prices without notice at any time thereafter to those ruling at the date of despatch of the goods.
- (c) Where the dates for delivery stated in the Company's quotation are exceeded by reason of war, strike, riot, lock-out, trade dispute, flood, accident to plant and machinery, shortage of any material, other accident, government directive or any other cause whatsoever beyond the control of the Company then the prices charged shall be those which would have applied if the Company's quotation had stated the delivery date actually effected and in such circumstances the contractual date of delivery shall be deemed to have been extended accordingly.

### **5 TITLE**

- (a) The property in the goods shall remain until payment has been made and the Purchaser hereby declares itself to be thereof for the Company. If the goods are sold by the purchaser such sale shall be as agent and for the account of the Company and the Company shall be entitled to the proceeds of such sale to the extent of any sums in respect of the goods due to it from the Purchaser.

### **6 DELIVERY**

- (a) Each delivery or deemed delivery shall constitute a separate contract with the Purchaser.
- (b) The Purchaser shall take delivery of the goods at the place of delivery as specified in the Company's quotation (or as near thereto as may be practicable) with all reasonable despatch and the goods shall (subject to Condition 6(a) hereof) be deemed to have been delivered complete and in satisfactory condition. In the event that no place of delivery is specified as aforesaid the place of delivery for the purpose of these Conditions shall mean the site of the Company's premises or such other location as the goods may be situated at the time of delivery.
- (c) Delivery dates mentioned in any quotation, acceptance or acknowledgement or order or elsewhere are given by the Company in good faith only and are not of contractual effect.
- (d) The Company will not be liable for any loss, damage or delay due to the failure of the Company for any reason whatsoever to deliver or arrange for the delivery of the goods on or before the date or dates of delivery.
- (e) In the event that the Company is hindered or prevented from obtaining, transporting, delivering or arranging for the delivery of the goods by war, strikes, riots, lock-outs, trade disputes, floods, accidents to plant and machinery, or any other cause whatsoever beyond the control of the Company, the date of delivery shall (at the Company's option) be extended accordingly save that Condition 6(d) hereof shall apply to the new date or dates of delivery.

### **7 DESCRIPTION**

All preliminary specifications, drawings, particulars of weights and dimensions shall be deemed approximate only, and any descriptions and illustrations in our catalogues, lists or other advertising matter shall not form parts of the contract

8 **GUARANTEE**

All goods are guaranteed by us as follows:-

The goods manufactured by us are supplied with the following express warranty, which excludes all warranties, conditions and liabilities whatsoever implied by Common Law, Custom, Statute or otherwise that is to say:-

- (i) In the event of any defect being disclosed in any part of the goods and if the or parts alleged to be defective are returned to us carriage paid within 12 months of the date of invoice, and should any fault due to defective workmanship or material be found, we shall replace that part or parts free of charge at our works. In the case of repair orders, this replacement is confined to new parts then fitted or furnished.
- (ii) Our liability is limited to such supply or repair. All other liability for every form of accident, consequential loss or damage and all statutory and other conditions or warranties are expressly excluded.
- (iii) Where we act as "competent persons" under the factories act 1937, liability in respect of any accident, consequential loss or damage, howsoever caused, is excluded.
- (iv) This warranty does not extend to any component parts which are not of our manufacture, such parts being sold with the benefit of the warranty (if any) given by the separate manufacturers, and we accept no liability whatsoever for any loss, damage or injury caused by a defect in such a component.
- (v) The operation of the equipment in excess of its rated capacity or under conditions detrimental to its successful operation or likely to cause excessive wear and tear, or any neglect or misuse of equipment, shall invalidate the warranty given by paragraphs (i) and (ii) of this clause.

9 **SPECIFICATIONS**

Where equipment is supplied in accordance with customer's specification and/or drawings we shall be under no liability whatsoever if such goods are not fit for any special purpose whether the same be made known to us or not.

10 **PERFORMANCE**

Whilst every method is made to ensure the suitability of goods for the purpose of which they are sold, we do not hold ourselves liable for any direct or consequential loss caused by the non-performance of such goods for the particular purpose. The goods are offered on the understanding that the buyer ensures that the specification of the goods is suitable for the purpose intended.

11 **TESTS**

After final assembly of equipment, tests are included as and where stated, and certificates of test will be given. Tests of material before and during manufacture are not included unless specifically stated otherwise. The giving of any such Certificate shall in no way affect our liability for defects as laid down in Clause 8 hereof.

12 **LABELS**

The Company deserves the right to affix labels bearing either its name or trade marks or both to any of the goods unless instructed to the contrary in writing by the Purchaser at the time of ordering in which case acknowledgement of the existence of the Company's trade marks shall be made in such manner as the Company may request.

13 **CANCELLATION AND/OR MODIFICATION OF ORDER**

Orders for goods are only accepted by the Company on condition that they are not cancelled or modified by the Purchaser without written consent of the Company. All orders cancelled or modified will be subject to cancellation and modification charges which will be advised by the Company to the Purchaser.

14 **TERMINATION AND FORCE MEASURE**

- (a) The Company may, without prejudice to any other rights the Company may have, by notice in writing the purchaser terminate any contract forthwith it:-
  - (i) The Purchaser shall commit any breach of the terms thereof or of any other contract between the Company and the Purchaser.
  - (ii) The Purchaser compounds with or negotiates for any composition with its creditors generally or permits any judgement against it to remain unsatisfied for seven days.
  - (iii) Being an individual, the Purchaser shall die or have a receiving order made against him or commit any act of bankruptcy;
  - (iv) Being a partnership or firm, the Purchaser shall suffer a receiving order or winding up order against it or against any of the partnership or firm is otherwise dissolved or any of its partners commit any act of bankruptcy or suffer a receiving order to be made against them.
- (b) The Company shall be entitled to cancel or rescind and contract without incurring any liability to the Purchaser, if its performance of any of the obligations there under is in any way adversely affected by the way of war, riot, strike, lock-out, trade dispute, flood, accident, government directive or any other cause whatsoever beyond the control of the Company.

15 **LAW AND ASSIGNMENT**

- (a) The rights and obligations of the Company and of the Purchaser shall be governed by and construed by reference to the Laws of England and the Purchaser shall submit to the determination of all disputes by the Courts of England.
- (b) The Purchaser shall not assign any of its benefits or obligations under these Conditions except with the prior written consent of the Company.

16 The Purchaser shall indemnify the Company against all damages, penalties, costs and expenses arising out of the loss suffering as a result of the infringement or any claim to passing off involved in or arising out of work carried out in accordance with the Purchaser's specification.