

TERMS & CONDITIONS

1. Definition

The words The Company refer to Suffolk Marine Services

2. General

(1) All quotations are made and all orders are accepted subject to the following conditions. All other conditions whatsoever are Excluded from the Contract or any variation thereof, unless expressly accepted by the Company in writing.

(2) Acceptance of delivery of the goods shall where no prior agreement has been reached be conclusive evidence of acceptance of these conditions.

(3) Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time without notice.

(4) Goods sold from stock are offered subject to the same being unsold upon receipt of the order.

3. Delivery

(A) Any date named by the Company for dispatch or delivery is given and intended as an estimate only and is not to be the essence of the Contract. The buyer shall nevertheless be bound to accept the goods ordered whether available on or after the date stated. The company shall not be liable in any way in any in respect of late dispatch or delivery however caused nor shall such failure to dispatch be deemed to be a breach of the Contract. Drawings, specifications, instructions and materials are to be supplied by the buyer: the buyer shall supply the same in reasonable time to enable the Seller to dispatch within the period named.

(B) The company may, at its discretion, make instalment deliveries and each delivery shall constitute a separate order for the purpose of payment.

(C) Delivery may be at a place requested by the customer, however, it is the customers responsibility to insure that unloading facilities and personnel are available to unload the delivery vehicle promptly. If there is undue delay in unloading the delivery vehicle, or no personnel available to unload re-delivery charge equivalent to the original charge will be made.

4. Damage or Loss In Transit

No claim for damage or corrosion in transit or shortage of delivery of goods will be entertained unless a separate notice in writing is given to the company and/or carrier concerned within three days of receipt of the goods followed by a complete claim in suing to the Company within five days of receipt of the goods.

5. Non Delivery

No claim for loss or non delivery of goods will be entertained unless a claim in writing is received by the Company within seven days of the invoice date

6. Storage

The Company reserves the right to charge for storage and or any other costs incurred in the deferment or delay in delivery or delay in delivery at the request and/ or action of the buyer.

7. Prices

The Company reserves the right to increase any prices agreed between the Company and the buyer in accordance with market conditions and the Company's practices for similar goods ruling at the date of dispatch and the buyers shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labour, materials, transport and any other costs between quotation and dispatch.

8. V.A.T

Value Added Tax will be charged at the rate applicable at the date of dispatch.

9. Packaging

Will be charged at cost and shall be paid for by the customer in addition to the price payable for the goods unless agreed beforehand between the Company and the customer.

10. Terms of payment

Payment for goods is required prior to despatch

11. Defective/Damaged Goods

No claim against the company for goods represented by the buyer to be defective, from whatever cause, or not to conform to the Contract, can goods be entertained, and the Company shall incur no liability in respect thereof unless received by the company in writing within twenty-eight days after the date of dispatch and the defective goods or goods failing to conform to the Contract are returned to the Company within the said twenty-eight days.

12. Limit of Liability

In the event of any claim against the Company in respect of any matter whatsoever the Company's liability (if any) shall be limited to the replacement of goods sold in respect of which the liability arises if required and practicable or the buyer shall be given a credit for the invoiced value of the goods in respect of which the liability arises. Under no circumstances whatsoever shall the Company be liable for any consequential loss or damage loss or damage or any personal injury or damage or loss of any property other than stated herein howsoever and wheresoever are arising. Any express or implied conditions, statement, warranty, statutory or otherwise, are hereby excluded save where such exclusions are invalidated by statute. No claim by the buyer shall be accepted as a reason for cancellation of the remainder of the order.

13. Right to Inspect

In the event of the buyer making a claim against the Company for any reason whatsoever the goods in respect of which any such claim is made shall be preserved intact and returned to the Company within a period of fourteen days from the notification of the claim to the Company within which time the Company shall have the right to investigate the complaint. No claim by the buyer will be accepted unless this condition is strictly complied with.

14. Design Changes

The Company reserves the right to effect changes as technical developments may require without prior notice.

15. Specifications

The buyer shall indemnify the Company against any and all liability arising through execution by the Company of any order placed by the Provider by the buyer in accordance with the buyers specifications where such execution infringes any patent, trade-mark or registered design not owned by the Buyer Company or the buyer.

16. Risk, Property

(a) Goods supplied by the Company shall be at the buyers risk immediately on delivery to the buyer or into custody on the buyers behalf and Insurance (whichever is the sooner) the buyer should therefore arrange insurance accordingly unless the Company has specifically agreed in writing to arrange insurance of the goods.

(b) The Property in the goods supplied by the Company will pass to the buyer when (1) the goods subject of the Contract in question and (2) all other goods subject to any contract between the Company and the buyer which have been delivered to the buyer (prior to the payment in full for the goods subject to the contract in question) have been paid for in full.

17. General ,Lien

In addition to any right by lien which the Company may be by law entitled the Company shall (in the event of the buyers insolvency) be entitled to a general lien on all goods of the buyer in the Company's possession although such goods or some of them have been paid for (in respect of the unpaid price of any other goods sold and delivered to the buyer by the Company under the same or any other contract).

18. Modifications

The Company reserves the right to affect minor modifications to the specification of the Company' s products (with or without prior notice) provide such modifications do not in the Company's opinion affect the quality and function of the goods.

19. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, the Company shall be relieved of the liabilities incurred under any contract whatever and to the Extent to which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or any statute, rules, regulations, orders or requisitions issued by any Government Department, Council er other duly constituted authority or from strikes, lockouts, breakdown of plant or any other causes (whether of not of a like nature) beyond the Company's control.

20. Law of Contract& Jurisdiction

All contracts for the supply of goods by the Company shall be governed by English Law and be within the exclusive jurisdiction of the English & Jurisdiction Courts.

21. Returns

Faulty goods will be replaced free of charge, other returns are not accepted.