

Terms and Conditions of Sale

Wintwire Ltd

1. All sales contracts at Wintwire Ltd (thereinafter referred to as 'the Company') shall be deemed to incorporate these Conditions except insofar as these Conditions are varied by any special Conditions agreed in writing between the parties and signed by a Director of the Company. Any terms and conditions in the Purchasers order which are inconsistent with these Conditions, shall have no effect.
2. Unless fixed prices have been expressly agreed by the Company the price payable by the Purchaser shall be the Company's ruling price at the date of despatch. Prices include delivery unless otherwise stated and are subject to VAT. Payment is due in nett cash by the end of the month following the month of delivery, unless other terms are agreed.
3. Dates of periods of delivery stated in the contract are approximate only and time shall not be the essence of the contract.
4. The Company shall not be liable for delay in delivery or failure to make delivery of any goods due to circumstances beyond its control, including but without prejudice to the generality of the foregoing war, rebellion, revolution, strikes, lock-outs, breakdowns, plant or government or other laws, regulations or decrees.
5. Delivery shall be deemed to be effective and the risks in the goods shall pass from the Company to the Purchaser when the goods are unloaded at the address nominated by the Purchaser for delivery save where the goods are to be collected by the Purchaser when the goods are loaded on to the vehicle collecting them.
6. Until such time as all the sums due to the Company from the Purchaser whether in respect of goods delivered by the Company to the Purchaser or otherwise have been paid the provisions of this Condition shall have effect:
 - a. All goods delivered by the company to the Purchaser will remain the property of the company to the intent that the whole legal and beneficial interest therein shall remain that of the company.
 - b. If the Purchaser becomes insolvent or being a body corporate had a Receiver or Administrator appointed or passes a resolution for winding up or if a court makes an Order to that effect or being an individual or partnership makes any composition or arrangement with his or their creditors or has a receiving order made against him or them or if the Purchaser shall be in breach of these Conditions then the Company shall be at liberty to forthwith remove and repossess all goods which remain the property of the Company in accordance with this Condition.
 - c. No provision of this Condition shall be deemed to cause a Mortgage or Charge of the property or undertaking of the Buyer or at any part thereto to have been created by the Purchaser in favour of the Company.
7. No claim for material damaged in transit will be considered by the Company unless: -
 - d. an appropriately qualified signature, e.g. 'Material received damaged, (Signed)' is clearly made by the customer on the delivery note.And
 - e. the Company is advised in writing, in addition to a. above within three days of receipt of material.

No allowance for short weight will be made unless the Company is given an opportunity for verifying the same within three days.
8. Interest at the rate of 3 per cent above HSBC plc base rate from time to time applying shall be payable by the Purchaser in respect of all overdue accounts.
9. The company warrants that the goods are within usual mill tolerances as to quality and finish and will replace or refund the price of any goods that do not comply with this warranty. As the Company is generally unaware of the use to which its goods will be put all conditions and warranties as to fitness for purpose whether express or implied are excluded. The Company shall not be liable for loss of profit, damage to plant or for any consequential or special loss or damage sustained by the Buyer as a result of any breach of contract by the Company.
10. The Company shall be deemed to have fulfilled its contract if the goods delivered are within a tolerance of 10 per cent above or below the quantity ordered.
11. The Company shall not be required to supply test certificates unless the same are requested a reasonable time before delivery and the Company may charge a reasonable fee for any certificates supplied.
12. The Purchaser shall not be entitled to withhold payment and any sums due to the Company by reason of any disputed claims by the Purchaser for defective goods for alleged breach of contract by the Company.
13. Without prejudice to any of its other rights the Company may terminate the contract or suspend further deliveries to the Purchaser in the event of the Purchaser failing to make due payment for any goods or if any distress execution or other legal process shall be levied upon the Purchaser or if the Purchaser becomes insolvent or being a body incorporate has passed a Resolution for voluntary winding up or is subject to a winding-up Order of the Court or has had a Receiver appointed.
14. Hirework

Where material is supplied to the Company and is to be worked upon to your instructions the Company accepts no responsibility for imperfect work caused by defects in, or the suitability of any materials supplied

All hirework undertaken by the Company shall be at the Buyers risk in every respect. In no circumstances shall the Company's liability for rejection of the buyers material however so occurring exceed the value of the work being undertaken upon such lost material

The selling rate shall be based on the weight of material supplied not the finished produced weight

Unless otherwise advised all scrap will be disposed of by the Company at no cost or charge to them
15. The Contract between the Company and the Purchaser shall be deemed to have been made in England and shall be governed in all aspects by English Law. The Purchaser shall submit to the jurisdiction of the English Courts.