

Longfield Coating Products (Germany) GmbH Terms & Conditions of Sale or Repair

1. All orders or quotations and the supply or repair of goods ("the goods") or services carried out by Longfield Coating Products (Germany) GmbH ("the Company") are made subject to these conditions and, unless specifically agreed in writing, no modifications or other terms and conditions shall apply whatever the content of the Customer's acknowledgment, acceptance or order may be.
2. Unless otherwise agreed, tenders or quotations are only firm for 56 days and, in any event, may be withdrawn at any time before acceptance. Prices are ex-works, exclusive of VAT and packing and shall be those ruling on the day of despatch. Credit will only be given for returnable cases if returned to the Company's works within a reasonable period, carriage paid and in good condition.
3. The risk in goods shall pass to the Customer on delivery to Customer or Customer's carrier ex-works. The property shall pass on payment.
4. Terms of payment shall be nett, monthly account. If the Customer cannot accept delivery or cannot collect or fails to give adequate delivery instructions when the goods are completed and ready, the Company shall be entitled to store the goods at the Customer's expense on its own premises or elsewhere.
5. Failure by the Customer to make punctual payment or to provide reasonable security within a reasonable period after request when there are reasonable grounds for suspecting payment may not be made shall entitle the Company to suspend outstanding deliveries or to cancel the contract so far as it remains unperformed without prejudice to the Company's right to claim for loss occasioned thereby.
6. Dates tendered or quoted for delivery of goods or performance of services shall be the best estimate but the Company reserves the right to alter such dates and the Company shall not be liable for any loss, injury, damage or expense consequent upon any such delay in the delivery of goods.
7. (a) The Company will repair or at its option replace goods where they are or have in normal use become defective solely because of faulty workmanship or material on the part of the Company, provided that the claim in respect of such defective goods is made promptly and in any event within six months and the goods are returned carriage paid to the Company's works. In the case of goods not of the Company's manufacture, the Company shall be under no liability save in so far as it may be entitled to and does receive benefits under any guarantee or warranty given by the manufacturer thereof. Information as to quality, measurements and performance in sales or other documents, correspondence or specifications of the Company shall be approximate only and such information and any representations oral or otherwise shall not be binding save to the extent expressly included in the contract on the Company's acknowledgement and quotation.
(b) Unless otherwise specified in the Company's acknowledgement of order, the Company does not warrant the suitability or safety of any goods for the particular use intended by the Customer and the Customer undertakes to take in all cases such steps as may be practicable to ensure goods are safe for such use including but not limited to precautions by fencing and relating to fire risks, speed of rotation and load risks, chemical reactivity etc. (c) The Company's liability under this condition 7 shall be in lieu of all other warranties or conditions whether statutory express or implied as to quality, itness, suitability, merchantability or exact conformity with sample and save as provided the Company and its employees shall not be under any liability arising from defective goods or services supplied or repaired or the performance or non-performance of any obligations relating thereto. The Customer shall indemnify the Company against any claims for such loss or damage.
8. Liability for damage or loss in transit will not be accepted except where the following conditions are fulfilled : Notification of damage must be given in writing to the carrier or to the Post Office and to the Company within three working days of delivery. The Company must receive notification of non-delivery within fifteen days from the date of invoice. In the case of partial loss the Company must be advised immediately. In the case of either loss or damage, the Customer must render to the Company and the carrier or the Post Office or their agents sufficient evidence and cooperation to facilitate the proof of any claim.
9. The Company cannot accept cancellations or except under the provisions of condition 7 the return of goods.
10. The Company shall be excused from liability for any failure to perform any of the provisions of the supply or repair of goods if performance is prevented or hindered by any cause whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by Act of God, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or international, fire, flood, subsidence, sabotage, accident, strike, plant breakdown, lockout, civil disturbance.
11. The cost of tools will be borne in part by the Customer and in part by the Company. Unless otherwise agreed, tools will remain the property of the Company. In the event of the order being reduced or cancelled, the Company reserves the right, at its discretion, to increase the amount of the tool charge to be borne by the Customer. Where the customer ceases to place further orders for exactly similar articles within 24 months, the Company reserves the right to dispose of part or all of the tools directly associated with the order.
12. All materials or goods forwarded to the Company for processing are accepted only at the Customer's risk and no liability is accepted for such materials or goods or for the insurance thereof whilst in the Company's possession or during transit to the Company or transit in accordance with the Customer's requirements.
13. In the case of delivery in accordance with drawings, models or other specifications which are submitted by the Customer or in accordance with analysis prescriptions or tests that are submitted by him, the Customer shall indemnify the Company for any infringements of the rights of a third party.
14. Where any trade description or other indication or representation is applied to any goods at the Customer's request the Customer warrants that the same will be true and accurate in all respects and that the supply or offer of supply of any such goods by any person will not give rise to any offence under the Trade Descriptions Act 1968 or any other law. The Customer shall keep the Company fully indemnified against the consequences of any breach of the foregoing warranty.
15. These conditions relating to contracts with Customers shall be governed by the laws of Germany and shall be deemed to have been made and agreed in Germany