



Condition of Sale

1. *These terms shall be applicable to any order or contract accepted by Birmingham Transformers Ltd, herein referred to as the Company, unless any deviation has been agreed in writing.*
2. *Order are accepted only in accordance with these conditions. Irrespective of any conditions printed on customers order forms, unless otherwise agreed in writing by Birmingham Transformers Ltd*
3. *When more than one set of articles is included on one order form, each set shall be regarded as a separate order, which may be delivered and paid for at a different time.*
4. *The Company reserves the right to refuse to accept any order whether or not a quotation for supply has previously been submitted and no order must be regarded as accepted until acknowledgement on the Company's form or an advise of dispatch has been issued, and subject to any conditions contained therein.*
5. *Prices quoted are based upon the existing rates of remuneration paid by the Company to its employees and current cost of materials, manufactured goods and transport, and are subject to any increase or decrease that may take place between the date of the order and the actual delivery date. They are subject to confirmation at the time the order is placed with and accepted by the Company, and are also subject to Government or Trade Union actions affecting wages materials or any other manufacturing costs.*
6. *When equipment is priced ex-works, delivery by post. Rail or road transport at the Company's discretion is chargeable.*
7. *The cost of cases packing materials on invoices marked as returnable will, if returned carriage paid in good condition within four weeks after delivery of goods, be refunded in full.*
8. *Terms of payment are strictly on last day of the month immediately following the date of invoice or after notification that the goods are ready for delivery, unless otherwise specifically agreed by the Company in writing.*
9. *Title in goods shall not pass to the buyer until payment has been received in full by the Company and until payment, the Company shall have full authority at anytime to enter the premises of the buyer or other places at which the goods (or part of them) shall be kept or stored for the purpose of recovering possession thereof and the buyer will indemnify the Company from and against any claim or damage caused by virtue of such entry.*
10. *If any payment for any goods is overdue or the Company has reason to believe that payment will not be made on its due date, the Company may retain possession of any goods ordered but undelivered and may require advance payment before delivery of such goods.*
11. *Orders accepted by the Company cannot be cancelled without its consent in writing.*
12. *The period for delivery starts from the date on which the company receives and accepts the official order, and whilst it will do its utmost to effect delivery in the time stated, it can accept no contingent or consequential liability in the event of failure to do so, nor any penalty unless specifically contracted in writing.*
13. *The Company undertakes to replace, free of charge within the twelve months from the date of dispatch of the equipment from its works or warehouse, any part which it considers faulty wing to workmanship or defective material providing the terms of payment have been complied with. The Company cannot accept responsibility for damage due to faulty installation, by the want of proper attention, lack of maintenance or by improper use on the part of the user, or fair wear and tear, nor accept responsibility for any expense which the customer may incur in having removed or replaced any parts sent for inspection or in having fitted any parts supplied in lieu or exchange, or for contingent liability of any kind. The Company cannot accept responsibility from any equipment to which alterations or attachments have been made, unless such alterations have been made by the agreement of the Company in writing.*
14. *Any parts returned must reach the Company free of all charges.*
15. *The Company employs representatives to advise customers in connection with the equipment it manufactures and markets but the Company is not bound by any statements as to price, delivery, technicalities or terms made by any representative unless confirmation has been made in writing by the Company.*
16. *The responsibility of the Company is limited to the terms of these conditions and it shall not be answerable under Common Law or Statute for personal injury or consequent, or resulting liability, damage or loss arising from any defect or fault, or from the use of equipment in any way.*
17. *All Matters of dispute or any doubt in relation to the terms of sales shall unless the parties otherwise agree, be referred to arbitration under the Arbitration Act 1950. Or any statutory modification in force for the time of being.*

Registered Office: Weston Farm, Kingsbridge, Devon TQ7 3JD

Registered in England Number 3038182. V.A.T. Number 655 1006 64.