

## **D&D International Valves Ltd - Terms & Conditions**

### **1. Definitions**

1.1 **The Company:** D&D International Valves Limited.

1.2 **The Customer:** The person, firm, or company purchasing the Goods.

1.3 **The Goods:** The goods or materials to be supplied by the Company to the Customer under this Contract.

### **2. Acceptance of Order**

2.1 All orders are accepted by the Company subject to these Conditions of Sale. These Conditions of Sale are the only terms or conditions upon which the Company sells or supplies the Goods and they shall form part of and govern every Contract between the Company and the Customer for the supply of Goods.

2.2 No terms and conditions referred to or imposed by the Customer and no addition to or variation of these Conditions of Sale shall have effect unless expressly agreed in writing and signed by a duly authorized representative of the Company. Orders submitted on Customers' own purchase order forms will be accepted by the Company only upon the condition that the liabilities of the Company shall be determined solely by these Conditions of Sale.

2.3 The Company reserves the right to alter the specifications, types, or models of Goods at any time without notice, provided such changes do not affect the validity of the Contract.

2.4 Where Goods are sold packed, the extent of packing and/or protection will be at the Company's discretion unless the Customer stipulates special packing, in which case such packing will be charged extra.

### **3. Quotations**

3.1 Quotations indicate the price at which the Company will be willing to supply Goods if a firm order is placed within 30 days unless otherwise specified in the quotation.

3.2 A quotation is not an offer to supply Goods, and no Contract shall arise between the Company and the Customer until a firm order by the Customer has been accepted in writing by the Company.

3.3 Goods are offered subject to availability and to them being unsold.

3.4 Quotations cover only the work and/or items specified therein. All additions, alterations, waiting time, and any additional costs due to modified instructions shall be charged to the Customer at ruling prices.

### **4. Price**

4.1 The price of the Goods shall be in accordance with the Company's prices for such Goods ruling at the date of delivery or in accordance with the quotation if a firm order is received within the 30-day period referred to in clause 3.1.

4.2 The price stated in the quotation is subject to variation at the discretion of the Company at any time before delivery if there is any increase in the cost to the Company of labour, materials, or overheads required for the manufacture of Goods or of the purchase or importation of any

part of the Goods. The Company shall give the Customer notice of any such variation, and the Customer shall have the right to cancel the order within seven days of such notice if the increased price is too high in relation to the price stated in the quotation.

4.3 Unless otherwise agreed in writing, any specified price shall be the price of the Goods ex-works, and the Customer shall, in addition to the price payable for the Goods, pay all duties, charges, and taxes on the Goods, including any VAT payable thereon.

## **5. Payment Terms**

5.1 Unless otherwise expressly agreed in writing, payment for Goods will be due within 30 days after the end of the month of the relevant invoice date.

5.2 The Company may at any time require the Customer to make payment in advance of delivery or otherwise provide adequate security for the payment of all amounts payable under the Contract.

5.3 Where payment is to be made by instalments, if the Customer fails to pay any instalment on the due date, the Company may treat such failure as a repudiation of the entire Contract and recover damages for such breach of Contract.

5.4 The Company reserves the right to charge interest at the rate of 4% above the Bank base rate per annum on overdue accounts, such interest to run from day to day and to accrue after as well as before any judgment.

5.5 Any query raised by the Customer on any invoice issued by the Company shall be made within 30 days of the date of the invoice, or the parties shall be deemed to have accepted the invoices.

5.6 The Customer shall not withhold any payment for any reason, nor may any counterclaim of the Customer be set-off against any payment due under the Contract without the written consent of a duly authorized officer of the Company.

## **6. Delivery**

6.1 Delivery is ex-works unless otherwise agreed in writing. The Company shall use reasonable commercial endeavours to arrange delivery of the Goods in accordance with the Customer's instructions and to deliver and/or, where required, install them within any time estimate given. However, time for delivery and installation shall not be of the essence of the Contract, and delay shall not entitle the Customer to repudiate.

6.2 The Customer is responsible for reimbursing the Company for all costs of delivery, insurance, transportation, and storage incurred by the Company. The Company shall be entitled to deliver the Goods by single delivery or instalment at its option.

6.3 The Company shall be entitled to levy additional delivery, insurance, transportation, storage, and handling charges in the event of the Customer failing or refusing to take delivery of the Goods at any time during normal working hours.

6.4 The Customer will be responsible for obtaining any import licenses and complying with all regulations governing the admission of Goods into the country of destination and for payment of all customs duties, port dues, and other charges.



## **7. Passing of Risk to Customer**

7.1 Where delivery is ex-works, the risk passes from the time when the Goods are loaded onto the collecting vehicle.

7.2 For UK orders and where delivery is arranged by the Company, the risk passes at the time the Goods are unloaded at the point of delivery.

7.3 Where INCOTERMS are referenced on the order, the risk passes as detailed in the latest revision of INCOTERMS.

## **8. Passing of Property to Customer**

8.1 The title to Goods supplied under the Contract shall not pass to the Customer until the Company has received payment in full of all sums invoiced under each current Contract between the Company and the Customer. The Customer shall hold such goods in a fiduciary capacity as the Company's bailee, store the Goods separately, and keep them fully insured with a reputable insurer.

8.2 Pending the passing of title in the Goods to the Customer, the Company shall permit the Customer to sell the Goods or use them. However, this permission shall be deemed automatically withdrawn upon the occurrence of any of the events specified in clause 12.

## **9. Warranties**

9.1 The Company warrants to the Customer that the Goods correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 18 months from delivery or 12 months from commissioning, whichever is sooner.

9.2 The Company shall not be liable under this warranty if:

- The total price for the Goods has not been paid by the due date for payment.
- Any defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions, misuse, or alteration or repair of the Goods without the Company's prior approval.
- The Goods have been improperly installed or connected (unless the Company carried out the installation and connection).

9.3 Any claim by the Customer based on any defect in the quality or condition of the Goods must be notified to the Company within thirty days from the date of delivery.

9.4 In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject them.

9.5 If the Customer does not notify claims in accordance with condition 9.3, the Customer shall not be entitled to reject the Goods, and the Company shall have no liability for such defect or failure.

9.6 In the event the Customer has a valid claim, the Company shall be entitled to repair or replace the Goods free of charge or refund the price of the Goods, but the Company shall have no further liability to the Customer.

## **10. Limitation of Liability**

10.1 Subject to condition 9, the following sets out the entire liability of the Company to the Buyer in respect of any breach of these Conditions of Sale.

10.2 All warranties, conditions, or other terms implied by statute, common law, trade usage, or otherwise are fully excluded permitted by law.

10.3 Nothing in these Conditions of Sale excludes or limits the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.

10.4 Subject to conditions 10.2 and 10.3:

- The Company shall not be liable to the Customer for any loss of profit, loss of production, financial loss, depletion of goodwill, or any indirect loss, damage, costs, or expenses.
- The Company's total liability in contract, tort, misrepresentation, or otherwise shall be limited to the contract price.

## **11. Loss or Damage in Transit**

11.1 Claims for damage or partial loss of Goods in transit must be made to the carrier immediately on delivery and confirmed by email to the Company within 24 hours of receipt.

11.2 Claims for non-delivery of Goods must be made within two days of the due date of arrival.

## **12. Force Majeure**

Due performance is subject to variation as the Company may find necessary because of inability to secure labour, materials, or supplies or as a result of any Act of God, war, strike, lock-out, or other labour dispute, fire, flood, drought, legislation, or order