

Anderman & Company Limited

Terms and Conditions of Sale

[1] Purchase Order

An original or faxed copy of your purchase order must be received prior to shipment

[2] Prices

Prices are subject to change without notice. All prices exclude for packing, delivery, taxes, duties or similar. All prices are in UK pounds sterling unless stated otherwise. All prices are subject to exchange rate fluctuations.

[3] Damage in transit

Damage in transit should be advised to us and the carriers within 3 (three) days of receipt of goods. All damaged articles should be immediately returned to us for inspection.

[4] Non-arrival of goods

If goods are not received within 7 (seven) days after date of advice note or invoice, please notify us immediately. We take no responsibility for loss or breakage during transit.

[5] Insurance

Where goods are insured by us at our discretion or at the customer's request, charges for insurance will be made on the invoice. Our liability shall be limited to the amount received by us under such insurance or the value of the goods, whichever is the less and from which a deduction may be made for expenses. Any specific insurance request from the customer must be agreed upon in writing.

[6] Title to goods

Title to goods does not pass until the goods have been paid for in full. We reserve the right to repossess any such goods listed on any invoice still unpaid after 30 (thirty) days. We reserve the right to enter the buyer's premises if necessary to take repossession of any such goods.

[7] Ceramics dimensions, tolerances and materials

Ceramics dimensions may vary up to +/- 5% (five percent) according to material. Details available upon request. Our standard tolerances for goods produced to the buyer's own design, drawing, or specification are +/- 3% (three percent) on all dimensions. We will endeavor, whenever and wherever possible, to supply goods according to the buyer's own design, drawing or specification, but due to variances beyond our control in the manufacturing processes, we do not guarantee any dimensions, tolerances or materials.

[8] Quantities

In the case of goods manufactured and supplied to the buyer's own design, drawing or specification, all orders are subject to over-run or under-run of 10% (ten percent). Minimum order quantities will be agreed upon in writing.

[9] Warranty

We warrant that the goods will at the time of delivery correspond to the description given by us. All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods, and whether implied by statute or common law or otherwise, are excluded.

[10] Responsibility

Our responsibility is limited to the supply of goods in the kind and quantity ordered, subject to our acceptance of the order, and all consequential or resulting liability is expressly excluded. Customers are warned to test and examine goods and/or to exercise special care in cases where the use / storage of goods involves danger to person and/or property. In no circumstances shall we be liable for any indirect, special or consequential loss or damage arising from our supply to you of any goods.

[11] Acceptance

The buyer is deemed to have accepted goods 24 (twenty-four) hours after delivery to the buyer. After acceptance, the buyer shall not be entitled to reject goods which are not in accordance with the contract.

[12] Risk

Risk shall pass to the buyer on delivery of the goods.

[13] Rejection

Where the buyer rejects any goods, then the buyer shall have no further rights whatever in respect of the supply to the buyer of such goods or any failure by us to supply goods which conform to the contract of sale.

[14] Force Majeure

The Seller shall not be liable for any failure or delay in performance of this agreement due to any act of God, war, act of terrorism, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of the Seller.

[15] Terms of payment

Our standard terms of payment are net cash, 30 (thirty) days with approved credit. Credit card payments, where agreed, will be conditional on subsequent validation of the card transaction with the issuer. In the case of goods manufactured and supplied to the buyer's own design, drawing or specification, payment terms will be based on either a Bank Guarantee, or Letter of Credit, or Advance Down Payment, and will be agreed upon in writing.

[16] Late payment

Accounts unpaid after 30 (thirty) days will be subject to interest charges at 2% (two percent) above the Clearing Bank's base rate.

[17] Credit Terms

Credit terms will be provided at our sole discretion and will be subject to the customer completing an Account Application Form and our approval thereof. Copies of the Account Application Form are available by clicking [here](#). We reserve the right to require satisfactory evidence of the Customer's / Buyer's financial responsibility, and if it is not furnished, the material ordered may be shipped on a "cash only" basis.

[18] Transfer

We shall retain ownership and title of goods until payment is received in full.

[19] Quote Validity

Unless previously withdrawn, and except where otherwise stated, a tender or quotation is open for acceptance for a period of 30 (thirty) days after its date.

[20] Variation

Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Company.

[21] Applicable Law

The contract for sale and purchase shall be construed and have effect in all respects in accordance with English Law.

[22] Purchaser Acknowledges

Purchaser acknowledges that goods which are being manufactured to the buyer's own design, drawing or specification, are being specially manufactured, and that this contract with the Seller is not cancelable by the Buyer.

[23] Acceptable Quality Level (AQL)

Unless otherwise stated, all goods being manufactured to a customer's own design, drawing or specification will be inspected according to AQL2.5. Further details available on request.

[24] Cancellation

Customer may cancel an order provided written notice is given by fax to us prior to the commencement of manufacture. If manufacturing has started, including all engineering and tooling costs, we shall charge the customer the full invoice price.

[25] Delivery

Any delivery date given is based on normal conditions and supplies of material and whilst we will try to fulfill any orders placed with us within any stated time, we shall not be liable for the consequences of any delay or failure to deliver.

[26] Intellectual Property

The customer shall indemnify us against all claims (of whatsoever nature) or losses suffered by us in respect of any claim that goods supplied or their use infringe any patent, copyright, registered design, unregistered design, trademark or any other intellectual property rights.

[27] Terms & Conditions Applicable

These General Terms & Conditions, together with the terms of any specific Contract entered into between Anderman & Company Ltd and the customer, shall apply to all contracts for the sale of goods by Anderman & Company Ltd to the customer to the exclusion of all other terms & conditions including any terms & conditions which the customer may purport to apply under any purchase order confirmation of order or similar document.

PLEASE CONTACT US FOR PRICE, STOCK AVAILABILITY AND LEAD TIMES:

US OFFICE Telephone: 1 – 877 680 0677 Fax: 1 – 866 817 7410 (Both US Toll Free)

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