

Terms and Conditions of Sale

Definition:

'The Company' – means Burland Technology Solutions Ltd

'The Customer' – means the person, firm or other entity which contracts with the Company for the purchase of the Goods.

'The Goods' – means the products of any kind manufactured or sold by the Company.

General: These terms and conditions apply to the sale of all Goods by the Company and no variation for these terms and conditions shall be binding on the Company unless specifically accepted by the Company in writing.

1. The Company shall not be liable for any loss, damage, injury or other liability arising from the consequences of any error or omission in descriptions, illustrations or other information, including times or dates of delivery, supplied in good faith by the Company
2. The Company has a policy of continuous improvement and reserves the right to change any design or specification of any product at any time without notice to the Customer.
3. The Company reserves the right to vary without notice any price listed or quoted to conform with the Company's price current at time of despatch.
4. Where not otherwise stated by the Company, the Customer shall make payment on or before the 30th day following despatch.
5. (a) Until the Company has been paid in full for the Goods then
 - i. Title to the Goods shall remain with the Company
 - ii. If the Customer incorporates the Goods into other Goods in any way, title to those Goods shall vest forthwith in the Company.

(b) If the Customer shall become insolvent or shall make arrangements with its creditors or shall have a Liquidator or Receiver appointed or commences to be wound up the Company may, without prejudice to any other of its rights, terminate the contract with the Customer forthwith by notice to the Customer or any person in whom the contract may be or become vested and in such an event it shall be lawful for the Company to enter any premises where the Goods are situated and to take possession of the Goods and any materials the title to which shall remain with the Company.
6. The Goods shall from delivery to the Customer or carrier be at risk of the Customer who shall insure those Goods to the full purchase price in respect of loss or damage for the period from the date of delivery until the passing of the title to the Goods to the Customer.
7. The Company will make good by repair (or at its option replacement) defects which under proper use appear in the Goods solely as a result of faulty materials and/or workmanship, within a period of 12 months of delivery.
8. **Carriage Charges:** Carriage will be charged at cost where applicable.
9. **Interest** on all overdue payments will be charged to the Customer (as per The Statutory Right to Interest) on a daily basis at a rate of 2% per month. Value Added Tax (where applicable) shall be payable as a strictly nett extra charge at the rate applying at the tax point date.

Safety: The Goods supplied by the Company must be installed by suitably qualified personnel in accordance with the requirements of relevant legislation, regulations (including the IEE Wiring Regulations) and accepted practice in industry. Any information which may be required about the use for which the Goods were designed and tested is available on request. In accordance with The Health & Safety at Work, etc., Act of 1974, or any amendment or re-enactment thereof, all in the supply chain should take steps to ensure that any appropriate information is made available to those concerned. Your attention is drawn to the requirements of the Electricity at Work Regulations 1989 or any amendment or re-enactment thereof which require precautions to be taken against the risk of death or personal injury from electricity in work activities.