

GENERAL TERMS & CONDITIONS OF SALE

1. Basis of contract	1
2. Prices	1
3. Delivery point	2
4. Time and method of despatch	2
5. Terms of payment	2
6. Guarantee.....	3
7. Consent.....	3
8. Technical description and data	3
9. Consequential loss.....	3
10. Damaged goods.....	4
11. Your right to return	4
12. Changes to our terms and conditions	4

1. Basis of contract

Seller's catalogue is an offer to treat only. Any contract shall consist of the buyer's order and the seller's acceptance thereof. Any order accepted by the seller shall be subject to these conditions of sale and no other conditions shall apply unless expressly agreed in writing by the seller.

2. Prices

Quoted prices include free delivery anywhere within the UK mainland and Northern Ireland. For deliveries outside this area, and overnight deliveries where requested, a carriage charge will be levied. The prices invoiced will be those currently charged by the seller at the date of despatch.

Prices are correct at time of going to print. Kaiser+Kraft Ltd reserve the right to adjust pricing at any time, in particular if there are any changes to the free trade arrangements between EU and UK or if there is a significant change in EU £STG exchange rate.

In the unlikely event of a printing price error occurring in our catalogue the correct price will be stated on our order confirmation which will be binding for the period of the contract. All prices are subject to VAT at ruling rates. All packing is non-returnable.

3. Delivery point

Delivery is made only within the UK.

In accordance with normal transport practices all goods will be delivered to the goods inwards dept. or reception on the ground floor and off-loading facilities must be provided by the customer. If further transfer or installation is required, particularly for large and heavy items, this must be requested at the time of ordering and an additional charge will be levied.

4. Time and method of despatch

Times quoted (if any) are so quoted in good faith but shall be non-binding. To facilitate a prompt delivery all despatches will be made direct from either the point of manufacture or distribution.

The seller shall not be liable for any losses incurred by the buyer or any other person as a result of any delay in the delivery of the goods or any part of the order for any reason whatsoever.

The due performance of the contract is subject to cancellation or such variation as the seller may find necessary as the result of instructions or lack of instructions from the buyer, or as a result of industrial dispute or of any cause whatsoever beyond the seller's reasonable control. The seller reserves the right to make partial deliveries.

5. Terms of payment

If a credit account is agreed, our invoices are due within 30 days net from date of invoice.

The full amount displayed on the invoice, including VAT is to be paid.

In the unlikely event of a dispute of the invoice, this must be brought to our attention within 14 days.

We will do our utmost to sort the dispute before payment is to be made.

6. Guarantee

Except as herein expressly provided and as provided by law, the seller does not supply goods with the benefit of any term, warranty or condition, express or implied, as to the merchantability of the goods or their suitability for any purpose whatsoever. As far as it is able the seller will assign to the buyer all rights conferred on it by any of its suppliers. In this respect as quality of materials used in goods manufactured for the seller is concerned, the seller shall have the option to repair, replace (or at its sole discretion refund to the buyer the price of the goods without any further liability) parts agreed by it as being defective, and which have been returned to it, carriage paid, within a minimum period of 3 years from the date of delivery to the buyer's works. Goods subjected to fair wear and tear, misuse, defective maintenance, alteration or modification, are excluded from this guarantee. Goods covered are subject to single shift working only. In no case shall the liability of the seller hereunder exceed that of the actual manufacturer of the particular goods or parts thereof. Any liability on the part of the seller is subject to terms of payment being met.

7. Consent

If, in the process of placing an order, the customer shares personal data with us, by completing the order the customer agrees for this data to be processed.

The processing of data is covered by our Data Protection Declaration.

8. Technical description and data

Such descriptions whilst given as a guide, in good faith, are subject to alteration by the seller without notice. In particular all weights and dimensions are approximate only. All maximum load capacities stated are for evenly distributed loads only.

9. Consequential loss

Except in respect of death or personal injury caused by the seller's negligence, or as herein provided, the seller shall not be liable to the buyer for any consequential loss or damage (whether for loss of profit or otherwise), costs or expenses or their claims for consequential loss whatsoever which arise out of or in connection with the supply of the goods or their use or re-sale.

10. Damaged goods

Without prejudice to Condition 3, prior to signing for deliveries, all goods must be examined for damage and/or shortages. You must inform us immediately of any such damage or shortage and note any carriers delivery paperwork appropriately.

11. Your right to return

Should you wish to return an item, please inform us of this by telephone within 30 days by calling 01442 238 020 to make return arrangements. We can only accept back items unused and in their original packaging. This right of return does not apply to items which have been specially manufactured and are not in the standard catalogue range, or to items sold at special prices (e.g. quantity discounts).

12. Changes to our terms and conditions

Effective date: 1st September 2019

KAISER+KRAFT LTD.