

Rainsford & Lynes

Conditions of Sale

1.Quotations

The prices and deliveries stated on a quotation are based on the conditions ruling at the time of quoting. We reserve the right to alter the prices and deliveries if any alteration in these conditions occurs between the date of quotation and the date of acceptance of an order.

2.Prices

The prices at which an order is accepted is stated on the acknowledgment. It is based on (a) the cost of buying certain materials forward at the time of accepting the order (if this is possible)* and (b) the current costs of other materials and labour. Whilst we will endeavour to maintain this price, we reserve the right to charge the price based on the current costs of materials and labour at the time of manufacture.

*Note: The brass rod manufacturers only guarantee to keep the price for rod firm for raw material content for three months and firm for all other costs for one month after receiving an order.

All prices are exclusive of VAT.

3.Minimum Charge

Where the net goods value on an order is less than £100, a minimum charge of £100 will be made for the net goods value.

4.Deliveries

We will endeavour to maintain the despatch times given in this acknowledgment or on a schedule, we accept no liability for failure to do so as unforeseen circumstances may not make it possible.

5.Carriage

The cost of carriage will be paid for consignments where the net goods value is £250 or more.

6.Terms of Payment

Net Cash Monthly Account (ie payment must be made by the last day of the month following the date of receipt of the goods), subject to the provision of satisfactory trade references.

7.Specifications

Items will be manufactured to drawings and specifications to be supplied in writing by the customer. All modifications must be notified in writing, preferably on a revised drawing. We reserve the right to charge for any extra costs incurred as a result of such modifications. The customer will indemnify us against all damages, penalties, costs and expenses which have become liable as a result of work done in accordance with the customer's specification which involves the infringement of any letters patent, registered design or copyright.

8.Quantity

We reserve the right to under or over deliver on any order by up to 5% of the acknowledged quantity.

9.Claims

No liability for any shortage on an advised quantity will be accepted unless the company is advised within three working days and a claim is made in writing within five working days of the receipt of the goods.

No liability for the non-delivery of part or the whole of a consignment will be accepted unless the company is advised within ten working days and a claim is made in writing within fifteen working days of the receipt of the invoice.

Defective Work. In the event of any goods proving defective the company is prepared, at its own cost, to rectify or replace such goods, in the condition originally specified, provided always that the claim is made and admitted by us. However, we accept no responsibility for costs incurred as a result of work done by the customer or a third party, or consequential damage.

10.Retention of Title

The company shall retain title to and ownership of the goods until it has received payment in full of all sums due for all goods supplied to the customer whether under this agreement or any other made between the company and the customer.

11.Application of Conditions

The above conditions override any conditions on the purchase order of the customer. Any additional conditions or modifications to the above conditions must be agreed to by us in writing. These conditions cover all other orders and agreements between the customer and the company.