

Building 2, Units 5 - 7  
Radway Green  
Crewe, Cheshire  
CW2 5PR  
T 01270 878042 | F 01270 879156  
E [info@acengineeringervices.co.uk](mailto:info@acengineeringervices.co.uk)  
W [www.acengineeringervices.co.uk](http://www.acengineeringervices.co.uk)



## TERMS AND CONDITIONS - REPAIRS

### GENERAL DETAILS

All orders for goods or repair services accepted by ACESL ("the Vendor") are accepted subject to the following terms and conditions, which shall form part and govern the contract of sale. Acceptance of goods or services shall be deemed to be acceptance of these terms and conditions of sale. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted.

No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by a vendor's director.

#### 1. PAYMENT AND PRICE

- a) The vendor reserves the right to vary the quoted price of the goods by upward additions in accordance with the market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer.
- b) All invoices are due for payment on the date shown on the invoice. Payment is to be made in sterling unless otherwise agreed in writing by a director.
- c) We reserve the right to charge interest on overdue payments at a rate per annum of 4% above the National Westminster Bank plc base-lending rate from time to time from the date of payment due until the date payment is received.

#### 2. AVAILABILITY OF GOODS

The vendor will use its best endeavours to comply with the date named for dispatch or delivery which date is given and intended as estimate only and is not to be the essence of contract. If owing to non-availability of the goods or any other causes beyond the vendor's control, the vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser.

The purchaser has a responsibility to formally, in writing, accept or decline an estimate given by the Vendor for the repair, overhaul or refurbishment of equipments sent for estimate purposes. This must be done within 30 days of receipt of the estimate. After which time, the vendor may dispose of, in any way it decides, those equipments to recoup any reasonable outlay it has made in providing the estimate.

#### 3. PROPERTY & RISK

For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principals of R. v. Halletts Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor at the purchaser's expense shall have the right to enter the purchasers premises and remove there from all the goods which remain the property of the vendor.

#### 4. DESIGN VARIATION

Whilst the vendor makes every effort to ensure that the goods supplied correspond to in every effect with the sample, specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contracts or shall be the subject of any claim against the vendor by the purchaser.

#### 5. CLAIMS

- a) No liability for any claim for damage or non-functionality shall be accepted unless the purchaser notifies the vendor in writing within seven days of delivery. This period may be extended at the sole discretion of the vendor where the manufacturer's replacement policy extends the deadline.
- b) No liability for any claim for missing items such as manuals, etc shall be accepted unless the purchaser notifies the vendor in writing within seven days of delivery.
- c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the purchaser given on the delivery note unless the vendor is notified in writing by the purchaser within seven days of delivery and the onus is on the purchaser to prove any shortage.
- d) In the case of active third party on-site Group contracts, the purchaser accepts an obligation to use the services of the contracted third party to resolve claims under clause 5(a).
- e) In the case of manufacturers who operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.

FORM : FR000013

Terms and Conditions - Repairs

Alan Campbell Engineering Services Limited

Building 2, Units 5 - 7  
Radway Green  
Crewe, Cheshire  
CW2 5PR  
T 01270 878042 | F 01270 879156  
E [info@acengineeringervices.co.uk](mailto:info@acengineeringervices.co.uk)  
W [www.acengineeringervices.co.uk](http://www.acengineeringervices.co.uk)



## TERMS AND CONDITIONS - REPAIRS

### 6. FORCE MAJEURE

The Vendor will not be liable for its failure to perform due to unforeseen circumstances or causes beyond the Vendor's reasonable control. In the event of force majeure, the Vendor's performance will be extended for a period equal to the duration of the delay. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Vendor's reasonable control:-

Act of God, explosion, flood, tempest, fire or accident, war, sabotage, insurrection, civil disturbance or requisitions, acts, resolutions, regulations, by-laws, prohibitions or measure of any kind on the part of any governmental parliamentary or local authority, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

### 7. GUARANTEE

The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.

### 8. RETURNED GOODS

- a) The vendor will not accept goods for credit or rectification unless such return has been authorised by a director, and the goods are received by the vendor in stock condition, with original packaging, software and the vendor reserves the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit, which are not in stock condition.
- b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.
- c) All items returned to the vendor by pre-arrangement and found to contain no fault, will be subject to a 25% restocking charge, provided the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.
- d) A £50 Service charge will be applicable if No Fault Found.
- e) No credit shall be allowed for goods until they have been received complete.
- f) A Full Credit will only be given on items returned within 30 Days from Purchase.
- g) If a credit is to be given, the original carriage charge will not be refunded or credited.

### 10. CONSEQUENTIAL LOSS

The extent of the vendor liability on the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising, the Vendor will not be responsible for any data loss howsoever arising.

### 11. LAW AND JURISDICTION

The contract shall be constructed in accordance with and governed by English law and the English courts shall have exclusive jurisdiction over any matter arising out of the contract.