

Terms and Conditions

Please read these terms carefully and print and keep a copy for your reference.

About us:

Gate Automation Solutions Ltd
Unit 3 Forbes Court
Billington Road
Burnley
Lancashire
BB11 5UB
Company registration number 8174056

If you need to contact us please e-mail us at info@gateautomationsolutions.co.uk or contact our offices on 01282 425600

Definition

The term "The Seller" means Gate Automation Solutions Ltd. The term "Buyer" means the person, firm or company purchasing the goods and to whom the invoice is raised. The term "Goods" means goods or services ordered by the Buyer from the Seller.

Contract Conditions

These conditions will apply to all contracts entered into by Gate Automation Solutions Limited for the sale of goods and services and shall extend to any goods supplied in substitution or in addition to the contract goods. No terms, conditions or reservations stipulated by the Buyer and no course of dealing shall annul, vary or add to any of these conditions except in so far as expressly consented to by the Seller in writing.

Quotations

The Seller reserves the right to refuse the Buyers acceptance of a quotation unless such quotation was stated to be open for a specific period and was not withdrawn within such period.

Prices

All goods and services provided are exclusive of VAT and are subject to VAT at the current level. The Sellers catalogues, price lists and other advertising matter do not constitute offers for sale by the Seller and no prices, specification or other particulars contained therein shall be binding on the Seller or impose any liability on the Seller whatsoever.

Delivery

Carriage will be charged on all orders except those orders agreed by the Seller to be delivered and installed by the Seller's own transport. Any period or date for delivery quoted to the Buyer is an estimate only. The Seller accepts no liability whatsoever for any loss or damage resulting from any delay in supplying the goods however caused. Risk passes on delivery but ownership of the goods will not pass to the Buyer until the Seller has received in full all sums due in respect of the goods. The Seller will, if the goods are lost or damaged in transit, replace the damaged or lost goods providing that notification is received from the Buyer in 3 days in the case of damaged goods or within 10 days in the case of loss. The Buyer must examine the goods upon receipt of delivery and check for any damage prior to signing the consignment note – failure to do so by the Buyer and having given a clear unqualified signature for them will disentitle the Buyer from any claim for damage to goods in transit.

Force Majeure

The Seller will be under no liability to the Buyer in the event that the Sellers performance of the contract is affected wholly or partially by any circumstance or event beyond the Sellers reasonable control including but without limitation, industrial action, breakage or machinery delays or in cancellation of goods by third parties, fire, explosion, civil disturbance or Act of God then the delivery of the goods shall be extended to such extent as is reasonable having regard to the circumstances.

Indemnity

The Buyer shall indemnify the Seller and hold the Seller harmless against any and all demands, claims, damages, losses and expenses incurred by the Seller or its offices, employees, agents or representatives which relate to any of the following acts or omissions of the Buyer, its offices, employees, agents, representatives or contractors (i) modification of the goods (ii) installation, use or maintenance of the goods is incorrect, inappropriate or negligent manner and/or other than in accordance with the sellers instructions; (iii) giving a third party incorrect, inappropriate or negligent advice in relation to the goods; or (iv) failing to pass on to a third party the Sellers instructions relating to the goods.

Retention of Title

Until the Seller has received payment in full for the goods:-

The goods shall remain the property of the Seller and no property in or title to the goods shall pass to the Buyer.

The Buyer shall store the goods in premises occupied by the Buyer in such a way as to enable the goods to be identified as the property of the Seller and the Buyer shall not dispose of or encumber the goods in any way.

The Seller shall at any time without prejudice to any other remedy, be entitled to (i) demand the Buyer return the goods to the Seller forthwith; and/or (ii) repossess the goods from any premises where they are kept, for which purpose the buyer grants an irrevocable license to the seller, its employees and agents to enter upon any premises where the goods are kept in order to repossess the goods.

Liability

(a)The Seller will make good, by repair or by the replacement, defects which, under proper use, appear in the goods within a period of 12 months after the goods have been delivered or installed and arise solely from faulty design, materials or workmanship; provided always that the defective parts have been referred to by the Seller if the seller so requests. All goods must be returned to the Seller until such time as these are tested the Seller admits no liability for their condition.

(i)All goods returned for repair must be accompanied by a note in writing stating the nature of the defect claimed, the date of purchase, the invoice number and should be clearly marked with the returning purchaser's full address.

(ii)Any returned goods claimed to be faulty and consequently tested and found to be working correctly will be returned to the purchaser and a charge will be made accordingly.

(iii)Any standard equipment no longer required within 21 days of despatch by the buyer will be subject to a 15% handling on its return, provided that the goods are in perfect condition. The seller will not accept back any equipment which has been specially ordered and returned as no longer required.

(iv)The Seller will not be responsible for incorrect installation by third parties of products supplied by it or faults arising due to works carried out by or on behalf of the purchaser or by contractors on his behalf.

(b)The Sellers liability under sub clause 12(a) shall be in lieu of any warranty or condition implied by law as to the quality of whatsoever, whether in contract, tort, negligence or otherwise, in respect of defects in the goods delivered or for any injury, damage or loss of revenue resulting directly or indirectly from such defects.

(c)Nothing in these conditions shall be interpreted as restricting or excluding any legal liability of the Seller:

(i)Arising under section 12 of the Sale of Goods Act 1979

(ii)Arising under Part 1 of the Consumer Protection Act 1987

(iii)For death or personal injury resulting from the negligence of the Seller or its employees as defined in section 1 of the Unfair Contract Terms Act 1977; or

(iv) Under section 13, 14(3) of the Sale of Goods Act 1979 where the Buyer is dealing as the consumer within the meaning of section 12 of the Unfair Contract Terms Act 1977.

Payment

All payments shall be made in Sterling.

Payment for the goods shall be due 30 days from the date on the invoice. Interest at the rate of 2% per month shall be charged on all overdue payment. The Seller reserves the right to withhold deliveries on any orders until the account has been paid to our satisfaction.

Jurisdiction

Any contract entered into by the Seller shall be governed and constructed under English Law and the Buyer shall submit to the jurisdiction of the English Court.