

General Conditions of Sale – TDR Transmission Ltd



*Service to Industry
Setting the Standard for
Geared Motors*



Industrial Drives, Industrial Gearbox Repairs Specialists, In House Gear Manufacturing

TDR Transmission Ltd 5 Hunsley Street Sheffield South Yorkshire S4 8DY United Kingdom
Phone: +44(0)114 262 6050 Fax: +44(0)114 243 1826 Email: sales@tdrtrans.co.uk www.tdrtransmission.co.uk

General Conditions of Sale

1. General

1.1 All *TDR Transmission Ltd* sales are subject to the conditions contained within only unless varied or verified in writing by *TDR Transmission Ltd*.

1.2 Time is considered to be of paramount importance in all of the conditions herein.

2. Misrepresentation Act

2.1 Information and technical data contained in catalogues, technical publications and digital format is for guidance only. *TDR Transmission Ltd* is not liable for mistakes and/or incorrect interpretations of this information.

2.2 *TDR Transmission Ltd* is not liable for any verbal representations made about its products

3. Acceptance of Order

An order is not accepted before/until *TDR Transmission Ltd* send written acknowledgement to the purchaser and/or part or all of the products on the order are despatched

4. Alterations

TDR Transmission Ltd reserves the right to withdraw and/or make alterations to its products without notice or liability

5. Cancellations of Orders

Any purchaser who cancels an order – prior to, or after despatch – shall pay *TDR Transmission Ltd* for any losses suffered as a result. Losses up to - but not exceeding - 25% of the purchase price of the cancelled order shall be paid upon request and without proof of losses incurred.

Purchasers are expected to pay in full for any carriage charges encountered in respect of the order.

6. Delivery and Delivery Charges

6.1 All products despatched by *TDR Transmission Ltd* will be delivered by a transport method selected by *TDR Transmission Ltd* in the absence of any prior agreement to the contrary. In the absence of any prior agreement the purchaser must pay *TDR Transmission Ltd* for all transport and handling costs incurred in addition to the purchase price of the products.

6.2 All chargeable repairs are subject to transport and handling charges.

6.3 By prior arrangement *TDR Transmission Ltd* may arrange and/or undertake express product delivery within Great Britain upon payment of an express delivery charge.

6.4 By prior arrangement the purchaser may collect goods from *TDR Transmission Ltd* at short notice subject to payment of an express handling charge in addition to the price of the product.

6.5 *TDR Transmission Ltd* will always do its best to meet the purchaser's delivery requirements and to communicate to the customer when goods are available for despatch but will not be held liable for any losses encountered by the purchaser due to delays in despatch and/or delivery.

6.6 Details of prevailing handling, re-stocking, delivery, transport and express transport charges are available – upon request – from *TDR Transmission Ltd*.

7. Risk

7.1 Risk in the goods shall pass to the Buyer when the goods are delivered to, or collected by, the buyer or its agent. Claims for incorrect delivery, shortages, damage to goods in transit or other discrepancies notified in writing to *TDR Transmission Ltd* and the *Carrier* within 7 days of delivery may be considered. Claims for non-delivered items may also be considered only if notified to *TDR Transmission Ltd* within 14 days of the date stated on the invoice.

7.2 *TDR Transmission Ltd* is not liable for any loss or damage to any goods returned for repair or credit unless *TDR Transmission Ltd* agrees to replace or repair them under warranty and the purchaser sends separate advice to *TDR Transmission Ltd* at the date of despatch and is not negligent in the packaging, addressing or transport of the aforementioned goods returned.

8. Price

8.1 The price payable by the Purchaser will be the list price correct at the time of despatch less any agreed discount or a Net price officially quoted by *TDR Transmission Ltd*. *TDR Transmission Ltd* is entitled to change – at any time – discounts and/or list prices but will normally try to give at least 30 days' notice of such action.

8.2 *TDR Transmission Ltd* prices are exclusive of VAT which will be added at the prevailing rate.

8.3 All orders are subject to a minimum order value and additional charges will be applied to any order which falls below this value. Full details are available on request from *TDR Transmission Ltd*.

9. Terms of Payment

9.1 Invoiced prices are strictly net and, unless otherwise agreed in writing, are payable fully 30 days nett following despatch irrespective of delivery date.

9.2 Where the Purchaser fails to pay the invoiced price by the due date then, without prejudice to any other rights or remedy available to *TDR Transmission Ltd*, *TDR Transmission Ltd* shall be entitled to:

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9.2.1 Cancel the contract or suspend any further deliveries to the Purchaser.

9.2.2 Appropriate any payment made by the purchaser to such of the products (or the products supplied under any other contract between *TDR Transmission Ltd* and the Purchaser) as *TDR Transmission Ltd* may see fit (notwithstanding any purported appropriation by the Purchaser).

9.2.3 Charge the Purchaser daily interest (both before and after any judgment) on the amount remaining unpaid of 8% per annum above the Bank of England Rate until payment is received in full.

10. Transfer of Ownership

10.1 **All monies clause** - Notwithstanding risk in the products passing to the Purchaser, title in the products shall not pass to the Purchaser, and *TDR Transmission Ltd* shall remain the owner of all products, until it has received full payment of the invoiced price together with all monies then outstanding from the Purchaser to *TDR Transmission Limited* in respect of other goods supplied by *TDR Transmission Limited*.

10.2 The purchaser is licenced by *TDR Transmission Limited* to agree to sell the products delivered to the buyer but, subject thereto, until the title passes, the Purchaser shall carefully hold the products for *TDR Transmission Ltd* and keep them properly identified as the property of *TDR Transmission Ltd* separated from all other products and properly stored, protected and insured. The purchaser is not permitted to sell products on until title has passed to the purchaser.

10.3 Until such time as ownership is passed to the Purchaser (and assuming they are still in existence and have not been resold) *TDR Transmission Ltd* is entitled, at any time, to require the Purchaser to deliver them to *TDR Transmission Ltd* and if the Purchaser defaults *TDR Transmission Ltd* has the right to enter the premises where the products are stored and repossess them without committing a trespass.

10.4 The Purchaser is not entitled to pledge or charge in any way the products which remain owned by *TDR Transmission Ltd* and if the Purchaser does so all monies owing by the purchaser to *TDR Transmission Ltd* shall immediately become due and payable without prejudice to any other right or remedy of *TDR Transmission Ltd*.

10.5 Insolvency – The Purchaser’s power of sale and use shall automatically cease if the Purchaser has a petition presented for its winding up or for an administration under the Insolvency Act 1986 or passes a resolution for voluntary winding up otherwise than for the purpose of bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed over all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law.

11. Products

11.1 Products for credit are not accepted without prior written permission from *TDR Transmission Ltd* and a valid return number which you will be issued. Only new products with undamaged cartons and that are suitable for resale can then be accepted for credit at the price paid by the Purchaser less handling and restocking charges details of which are available upon request from *TDR Transmission Ltd*.

12. Products returned for service

12.1 *TDR Transmission Ltd* may submit a quotation for the servicing of products returned by the Purchaser although if such a quotation is not acted upon and accepted within one month of its date it shall lapse and *TDR Transmission Ltd* may then, after three months dispose of the products without liability to the Purchaser or a third party. Where *TDR Transmission Ltd* notified the Purchaser that the product is unserviceable it shall be free to dispose of the product after three months of the date of such notification unless during that time the Purchaser requests its return at the Purchasers’ expense.

13. Warranty

13.1 The Purchaser is given a warranty of 12 months from the date of manufacture on the identification plate.

13.2 The warranty covers faulty manufacture and defective materials. The warranty is void if the product is repaired or altered without the agreement of *TDR Transmission Ltd*, applied for a purpose for which it is not designed or installed or applied in a manner not in accordance with the instructions or recommendations provided by *TDR Transmission Ltd*.

13.3 The Purchaser is liable for all costs incurred in returning the products to *TDR Transmission Ltd* for repair under warranty. If *TDR Transmission Ltd* agrees to repair such products elsewhere the purchaser must pay all consequential travelling and expenses of *TDR Transmission Ltd* employees in undertaking the work.

13.4 *TDR Transmission Ltd* will at its own discretion repair or replace products which fail and are returned within the warranty period but is not liable for the costs of erecting, dismantling, reinstallation, freight or any other costs incurred in connection with such products.

13.5 With a product returned under warranty the Purchaser shall also enclose a description of the failure and within 48 hours send a separate advice note detailing the product being returned and the chosen method of despatch. Returned products shall be free of extraneous equipment. Any opening shall be sealed against the ingress of foreign matter. Within the UK *TDR Transmission Ltd* will pay the freight costs of returning the Purchaser products repaired or replaced under warranty.

13.6 All products returned to *TDR Transmission Ltd* under warranty will be disposed of 2 weeks after inspection, unless agreed otherwise, in advance, between *TDR Transmission Ltd* and the Purchaser. After inspection, all costs associated with returning product(s) may be invoiced to the Purchaser.

13.7 The warranty is not transferrable to the original Purchaser.

14. Secondary damage

14.1 *TDR Transmission Ltd* is not liable for any damages to property or consequential loss, for example loss of product, loss of profit, loss of goods in store which arises by defects or delays in delivery of products irrespective of the cause including faulty manufacture.

15. Arbitration

15.1 English law applies to these conditions. Any dispute arising from them shall be resolved by arbitration under the Arbitrations Acts 1950 and 1979, should either *TDR Transmission Ltd* or the Purchaser so requesting writing. Failing agreement as to the identity of the arbitrator within 30 days of the date of such written request the arbitrator will be appointed by the President for the time being of the Chartered Institute of Arbitrators or his Deputy should either the Purchaser or *TDR Transmission Ltd* so request in writing.