ALBINROY LIMITED

Brickfield House, Longdon-upon-Tern, Telford, Shropshire, TF6 6LQ. Tel: (01952) 771388 Email: info@albinroy.co.uk

TERMS AND CONDITIONS

1. QUOTATIONS
Any quotation may be withdrawn or amended and shall lapse if not accepted in writing within 30 days of the quotation date.

2. PAYMENT
Monthly payments on a job progress basis will be charged nett account (including full cost of all items delivered to the site). The Company reserves the right to charge interest at 15% above the ruling London Clearing Banks base rate for overdue accounts in accordance with The Late Payment of Commercial Debts (Interest) Act 1998**. PAYMENT MUST BE MADE WITHIN 30 DAYS OF THE DATE OF INVOICE**

3. DELIVERIES
a) Every effort will be made to effect delivery on the dates specified but the Company cannot accept responsibility for the failure to do so.
b) The goods shall be at the buyers risk from the date of delivery notwithstanding that property in the goods remains with the Company as provided in condition 5.

4. PRICES
Unless otherwise expressly stipulated quoted prices are liable to alteration without notice in the event of any alteration in the manufacturers prices, materials, labour sub-contract and transportation costs due to any cause beyond our control during the continuance of the contract.

5. PROPERTY AND THE GOODS
a) Notwithstanding that the buyer or his agents obtain possession of goods they shall hold them as bailees and legal ownership therein will remain with the Company until such time as full payment under the contract is made to the Company. The buyer agrees that he shall store goods in such a way as to be readily identifiable and hereby authorises the Company to enter upon any premises in which the goods are placed. The buyer shall keep the goods fully insured and in the event of loss or damage shall immediately upon receipt of the insurance monies remit the full price to the Company (less any part already paid).
b) In the event of the buyer as bailee re-selling or otherwise disposing of the goods or any part thereof the buyer will, until payment is made in full to the Company of the price of the goods, hold in trust for the Company all the buyers rights under any such contract and account to the Company for money or other consideration receivable by the buyer therefore.

6. INSTALLATION
a) The Company reserves the right to sub-contract the installation of the goods or the performance of any other services required under the contract.
b) Where the contract includes installation, testing or servicing the buyer shall:
(i) ensure that the site is safe and make all necessary preparations to the site by such date as may be specified in the contract or reasonably required by the Company.
(ii) provide suitable access to and possession of the site, suitable protection of the goods from the time of delivery and all facilities required to enable the Company to perform its obligations, and
(iii) indemnify the Company against any loss or damage suffered by the Company, its employees, agents and sub-contractors in relation to paragraphs a) and b) above.

7. GUARANTEES
a) The Company guarantees all workmanship and equipment for a period of 1 year. Subject to reasonable cleaning and maintenance being carried out. The manufacturers guarantee will continue to apply to all items supplied by us but manufactured by others. We guarantee an extension to the manufacturers guarantee to include free replacement of these items including labour for the 12 months following the date of purchase. Note that this guarantee will be invalidated in the event of removal of any part of the installation prior to our staff having reasonable opportunity to investigate the cause of failure.
b) Subject to the provisions of Section 2(1) of the Unfair Contract Terms Act 1977.
(i) the Company's liability in all cases is limited to the replacement free of charge or at its option to making a fair cash allowance not exceeding the invoice value of the goods.
(ii) the Company's liability will not extend in any circumstance to consequential loss or damage whatsoever and howsoever incurred.

8. DESCRIPTION AND DRAWINGS
No pre-contract representation of any kind shall create any liability on the Company's part unless expressly incorporated in the contract. Any description or specification contained in the picture of the Company's products or services and shall not form a representation or be part of the contract. Unless expressly stated drawings submitted with this quotation shall not be binding as to detail and copyright in all drawings shall remain with the Company.

9. COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS
It is the buyers responsibility to ensure that he has complied with every necessary license, permit or authority that may be legally required in connection with the contract.

10. GENERAL
These conditions shall apply to all orders placed with the Company by or on behalf of the buyer in connection with the contract and may be amended only by the Company in writing and signed by the Company's duly authorised agent for that purpose but not otherwise in any manner whatsoever.

11. ARBITRATION
All disputes or differences shall be referred for arbitration to an independent solicitor acting as an expert who shall be appointed by agreement between the parties or failing agreement appointed on the requisition of either party by the President of the Law Society for the time being under the provisions of the Arbitration Acts 1950 to 1979 and any Act amending or replacing the same.

12. TERMS & CONDITIONS
These Terms and Conditions of Business supplied by Albinroy to the Client shall be incorporated into each contract made between the Albinroy and the Client. No variation of these Terms and Conditions shall be valid unless approved in writing by a Director of Albinroy.

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ACCREDITED MEMBER FIS

INVESTOR IN PEOPLE