

CSO Group Ltd  
Chequers Barn  
Chequers Hill  
Bough Beech  
Edenbridge  
Kent TN8 7PD



[www.csogroup.co.uk](http://www.csogroup.co.uk)

T: +44 (0) 1732 700011 – E: [sales@csogroup.co.uk](mailto:sales@csogroup.co.uk)

## TERMS AND CONDITIONS OF SALE OF CSO GROUP LIMITED.

These general Terms and Conditions of sale of CSO Group Limited (“the Company”) shall apply to the Contract (“the contract”) between the Company and any individual or business (“the Purchaser”) placing an order with the Company for any product or service. No other terms and conditions contained in any documentation from the Purchaser shall apply unless specifically agreed in writing by the Company.

### **A. Quotations.**

The Company reserves the right to amend any mistakes or omissions in the quotation at any time.

Quotations are open for acceptance for a period of 30 days unless stated otherwise in writing on the quotation or offer.

Quotations are based on information provided by the Purchaser. In the event that this information is inaccurate or incorrect the Company accepts no liability for any non-performance of the goods and services supplied. Where the Purchaser is unable to provide information for a quotation the Company will make reasonable assumptions as to the information required for the preparation of a quotation. The Company accepts no liability for the non-performance of goods or services in the event of these assumptions being inaccurate or incorrect.

### **B. Price and delivery.**

The Company reserves the right to amend prices in the event of the Company incurring cost increases from its suppliers between the date of order acceptance and date of despatch.

The quoted prices are exclusive of VAT, packaging, carriage, offloading and insurance unless stated otherwise. VAT will be charged at the prevailing rate.

The quoted delivery date represents our best estimate and the Company will not be liable for any loss or damage resulting from late or non-delivery irrespective of cause.

Should the Purchaser not be able to take delivery on the agreed delivery date the Company reserves the right to invoice for the goods and services on the agreed delivery date and to charge the Purchaser for any costs associated with the delay.

Orders requiring staged deliveries may be accepted on the basis of an agreed delivery schedule. The Company reserves the right, in the event of the Purchaser delaying the delivery schedule, to invoice on the due date of delivery and make a charge for storage and other costs associated with the delay. Deliveries outside of the original schedule may incur a price increase.

### **C. Liability**

Liability for the goods passes to the Purchaser at the time of despatch from the Company's Premises. In the event of the Purchaser delaying the delivery the liability passes to the Purchaser on the original date of despatch and thereafter the Company will act as the Purchaser's agent.

### **D. Damage or loss in transit**

The Purchaser is advised to insure the goods from the agreed delivery date unless otherwise agreed. The Purchaser must notify the company of non-delivery or damage in transit within 7 days of despatch.

### **E. Payment terms.**

Unless otherwise agreed the Company's terms of payment (for approved accounts) are strictly thirty days from date of despatch or in the event of a delay from the date of invoice or application for payment. All other Purchasers will be required to make payment when ordering goods and services.

The Company reserves the right to apply the Government's small Company's interest rate of 8% above base rate on overdue accounts without further warning.

In the event of non-payment the Company reserves the right to withhold goods or services for the contract in question or any other contracts irrespective of the conditions pertaining to the other contracts until the overdue sum is paid for in full. In the event of non-payment or late payment the Company reserves the right to amend the payment terms to cash with order for any current and future contracts.

If the Company is forced to withhold goods due too late or non-payment the Purchaser will remain liable for the cost of the goods and any work completed.

Unless otherwise agreed in writing the Company operates an Application for Payment system, payments are due against the Application and a VAT receipt will be issued on receipt of payment.

### **F. Purchaser's material.**

Liability for the Purchaser's property whilst being serviced or repaired by the Company will be the responsibility of the Purchaser.

### **G. Intellectual property rights.**

The intellectual property rights of the Company including its design, drawings quotations proposals etc. shall remain the property of the Company and shall not be divulged to any third party without the express written consent of the Company.

### **H. Description.**

The Company makes every effort to ensure that its products meet the descriptions given to them in Company documents but cannot be held liable for any errors or omissions. The Purchaser shall satisfy himself that the goods are suitable for their intended purpose. The Company excludes any representation implied or statutory as to the quality or description or fitness for purpose except as stated in these terms and conditions.

**I. Contract delays.**

The Company reserves the right to impose charges in the event of delays on site howsoever caused in excess of 20 minutes. It is the Purchaser's responsibility to ensure that they have an up to date issue of charges ruling at the time of contract.

**J. Title.**

Title of the goods remains with the Company until paid for in full.

In the event of non-payment within the agreed payment period or before in the event of the Purchaser's insolvency the Purchaser agrees to allow the Company or its agents on to its premises to recover the goods. The costs of recovery will be borne by the Purchaser.

**K. Termination.**

The Company reserves the right to cancel the contract without prior notification to the Purchaser in the event of the following: - the Purchasers appointment of receivers, liquidators, or the Purchasers insolvency, winding up or any composition with its creditors. The Company also reserves the right to terminate the contract in the

event of the Purchaser's breach of the terms of contract and fails to rectify the breach within a reasonable time scale.

**L. Cancellation and returns.**

The Company reserves the right to refuse any cancellations or returns unless agreed with the Company in writing. The Company shall determine the terms of the cancellation or return.

**M. Force majeure.**

The Company is not liable for any costs or loss of profits as a direct or indirect result of the Company's failure to fulfil the contract terms following any act or acts outside of the Company's reasonable control. The Company in the event of partial interruption of supply shall reserve the right to complete its outstanding contracts in any order that it sees fit.

**N. Assignment.**

The Company may sub contract or assign its duties under the contract. The Purchaser cannot assign the contract without the prior written consent of the Company.

**O. Origin.**

The Company makes no warranty or representation as to the identity or origin of the goods manufacture or production.

**P. Interpretation.**

These terms and conditions shall apply to the exclusion of the Purchaser's terms of Purchase. Any amendments to these terms shall be agreed in writing and signed by the Managing Director of the Company.

#### **Q. Warranty and exclusion of liability.**

The Company provides the following warranties in respect of its product and services subject to strict compliance of the Company's contract terms including payment for goods and services. The following warranty replaces any condition or warranty implied by statute:

- supply only -contracts - 12 months from the date of despatch.
- supply and installation contracts - 12 months from the date of completion of the Company's work.
- consumable products - the warranty will be as quoted in the Company's offer.

Replacement of goods failing within the warranty period will be on the basis of proportional life of the item.

This warranty will be null and void in the event of the Purchaser or its agents modifying or interfering with the equipment or installation. The Company will not be liable in the event of normal deterioration or deterioration caused by contact with substances not notified to the Company prior to the Purchaser placing the order with the Company. The Company will not be liable in respect of wilful or accidental damage or mishandling by the Purchaser its agents or any third party.

Where the Company is buying in components for the contract and the goods are not of the Company's manufacture the Purchaser will be entitled only to the warranty of the actual Manufacturer.

Goods replaced under warranty will only carry the warranty from the original Warranty date.

This warranty extends only to the goods supplied by the Company under the terms of the contract and not to any item attached or connected or adjacent to the Company's equipment.

The warranty extends only to the original Purchaser and not to its successors save as expressly provided for within this condition. The Company shall not be liable (including any liability for any direct or consequential losses) for any damage or loss whether or not it is due to negligence or wilful default by the Company or its Agents. Should this provision be wholly or partly ineffective in regard to any claim by the Purchaser, the extent of the Company's liability will be limited to the value of the goods supplied.

#### **R. Law.**

These terms and conditions shall be governed and subject to English law and the Jurisdiction of English courts.

#### **S. Financial Loss.**

Neither Party shall be liable to the other Party for loss of use of any goods or services under the Contract, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract.