

Terms & Conditions Sale of Goods/Services

1. Definitions

- 1.1 "Buyer" means an individual or company who purchases goods or services from the Supplier
- 1.2 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of goods and/or services incorporating these Terms and Conditions
- 1.3 "Goods" means the articles that the Buyer agrees to buy from the Supplier
- 1.4 "Services" means the services that the Buyer agrees to buy from the Supplier
- 1.5 "Supplier" means Cobra Engineering (UK) Ltd, Redmoor Lane, Wisbech, Cambs. PE14 0RN
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier

2. Conditions

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer
- 2.3 Acceptance of the Suppliers offer or delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.
- 2.6 Any complaints should be addressed to the Supplier's address stated clause 1.5

3. Ordering

- 3.1 A purchase order with a valid order number is required by the Supplier, it is the Buyer's responsibility to ensure authority to purchase the goods or services are in place.
- 3.2 A purchase order for additional goods or services must be provided to the Supplier by the Buyer before supply commences

4. Price and Payment

- 4.1 The agreed purchase price will prevail, no retrospective discount negotiations will apply

4.2 Unless otherwise agreed in writing the Suppliers Standard Payment Terms apply

4.3 Title of goods shall not pass to the Buyer until payment in full is made to the Supplier

5. Cancellation and Returns

4.1 Goods are manufactured to order on a Firm Sell basis, approval of design, suitability and functionality is agreed prior to manufacture, returns will not be accepted

4.2 Goods are designed and manufactured as Buyer specific items, a cancellation fee appropriate to the work undertaken at the time of cancellation will be immediately payable to the Supplier

6. Delivery

6.1 The Supplier will take all reasonable measures to ensure the agreed delivery date is met

6.2 The Supplier is not responsible for delays caused by the Buyer's failure to provide materials or information within the agreed timescale

6.3 The Supplier is not responsible for delays caused by the Buyer's failure to provide design approval within the agreed timescale

6.4 It is the Buyer responsibility to ensure delivery to the nominated site on the agreed day is possible, where access to the site is denied or Buyer supplied specialist equipment required for safe delivery is not available, the Supplier reserves the right to charge reasonable additional delivery costs

7. Transfer Fees

7.1 Where the Supplier provides staff on a time and materials basis as a Service to the Buyer, the staff are deemed to be an employee of the Supplier

7.2 In the event the Buyer provides employment to an employee of the Supplier either by way of direct employment, or on a self-employed basis, within 14 weeks of commencement of supply or within 8 weeks of completion (whichever the greater). The Buyer will be liable to pay the Supplier the equivalent of 25% of 12 months salary with immediate effect

8. Force Majeure

8.1 The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations

9. Severance

9.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

10. Changes to Terms and Conditions

10.1 The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase

11. Governing Law and Jurisdiction

11.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English