Terms & Conditions

1. Definitions
1.1 Except where the context otherwise requires the following expressions shall have the following meanings: “Seller” means SF Services, a division of Blockfoil Ltd; “Buyer” means the addressee specified in a quotation; “Goods” includes any and all goods supplied by the Seller under this contract; “Contract” means the contract for the sale and purchase of the Goods agreed in writing by both parties as set out in the quotation, which incorporates these conditions of sale.
1.2 The headings in these conditions are intended for reference only and shall not affect their construction.

2. Acceptance and Amendment
2.1 Any quotation by the Seller is not an offer for sale but an invitation to treat. The Buyer’s signed acceptance of a quotation represents an order by the Buyer to purchase the Goods and the Seller’s confirmation of the Buyer’s order represents acceptance of the Contract by the Seller. No order for the goods is binding on the Seller until accepted in writing by the Seller.
2.2 Each tender, offer, quotation, acceptance, order, option and contract is subject to these conditions of sale to which the Buyer shall be deemed to assent and no other conditions or modifications hereof shall be binding on the Seller unless agreed to in writing by a director of the Seller and the Seller shall not be deemed to accept such other conditions nor to waive any of these conditions of sale by failing to object to provisions contained in any purchase order or other communication from the Buyer.
2.3 No representative, sub-contractor, agent or salesman who is not a director of the Seller has any authority to amend or waive any of these conditions of sale or other provisions of the Contract.
2.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profits), costs (including labour costs), damages, charges and expenses incurred by the Seller as a result of such cancellation.

3. Sellers Specifications
3.1 All descriptions and specifications and other data quoted or submitted by the Seller shall be based upon the manufacturer’s specifications and are to be deemed approximate only and shall not form part of the Contract.

4. Prices
4.1 Orders are accepted by the Seller subject to the availability of Goods for delivery and until an order has become binding on the Seller all prices are subject to change upon notice from the Seller provided always that the Buyer may, within 36 hours of receipt of any price increase, cancel any order which it has placed and which had not been accepted by the Seller prior to the date of notification of price increase. Unless otherwise specified in the quotation all prices are exclusive of VAT, local taxes and custom’s and other export or import duties which will be added by the Seller at the appropriate rate (if applicable) and shall be payable in full by the Buyer.
4.2 Unless otherwise specified in the quotation packaging, delivery and transport charges, insurance, costs of installation on site, and of all materials used therefor are not included in the price and will be charged extra at the Seller’s then current rate for the same unless specified otherwise in writing.

5. Payment
5.1 The Buyer shall pay a non-returnable (save where the relevant order is not accepted by the Seller) deposit as specified in the quotation in cleared funds and pay the balance of the Contract amount without any right of deduction or set-off prior to the earlier of import or delivery of the Goods. Time of payment of the price shall be of the essence of the Contract and payment shall be made in the currency stipulated in the quotation on which the contract is based by bank transfer in cleared funds or by such other method as shall be agreed in writing by the Seller.
5.2 Without prejudice to any other rights it may have the Seller is entitled (both before and after any judgment) to charge interest in two per cent per annum above the base lending rate from time to time of NatWest Bank plc. Such interest shall accrue from the date upon which payment was due until payment in full.
5.3 If the Buyer defaults in any payment the Seller may cancel the Contract or any other contract with the
Buyer, and retain any deposit or other payments on account already received under the Contract or any other contract with the Buyer.

6. Delivery
6.1 Time of delivery is not of the essence and any time or date specified by the Seller as a time at which or date on which the Goods will be dispatched or delivered or as the case may be, made available for collection is given and intended as an estimate only and the Seller shall not be liable for any loss, damage or expense howsoever arising from any delay in delivery of Goods.

6.2 When it is agreed that the Seller will deliver the Goods the Buyer shall, at the request of the Seller, supply the Seller with details necessary to allow the Seller to make the delivery. Notwithstanding any express agreement as to the date of delivery of the Goods the Seller shall be entitled to postpone or cancel delivery in whole or in part when it is delayed in or prevented from obtaining any Goods or materials or parts or components therefore making delivery thereof by any circumstance or event beyond the Seller's control including, but without limitation, act of God, embargo or other governmental act, fire, accident, war, riot, delay in transportation, cancellation by the Seller’s suppliers of machinery, goods, services or other supplies. In any such event the Sellers obligations shall be suspended until such event ceases or until the Seller cancels delivery (as the case may be) and the Seller shall not be required to obtain elsewhere in the market goods with which to replace the Goods, delivery of which has been postponed or cancelled as a result of any of the said events. In the event of cancellation, the Seller shall be paid pro rata for Goods delivered or work done to the date of cancellation.

6.3 The Buyer shall be solely responsible for the proper unloading of the Goods. If, to assist the Buyer to remove the Goods from the point of delivery, the Seller or any sub-contractor does any loading or unloading of Goods, no liability whatsoever shall be incurred by the Seller or sub-contractor and the Buyer shall indemnify the Seller in respect thereof.

7. Export and delivery terms
7.1 In this Contract “Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Delivery of Goods and passing of risk in the Goods to the Buyer shall be in accordance with the Incoterms specified in this Contract (or in the event of no such specification, shall be ex-works) but if there is any conflict between the provisions of Incoterms and these conditions, the latter shall prevail.

7.2 The buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country or destination and for payment of any duties thereon.

8. Erection and installation
8.1 Where the Seller agrees in writing that the Seller is to install or to commission the Goods the Buyer shall supply the Seller with full details to enable the Seller to do the same and shall ensure that the site for the Goods is situated on a ground floor with suitable access for the size of the machine being delivered, and that all necessary security and safety precautions therefore have been taken. The Buyer will be responsible for all labour costs and the costs of such works as are necessary to provide a suitable foundation for the Goods and the cost of providing a suitable three phase power supply to the site of the Goods and the Seller shall be entitled to charge for extra installation costs caused by circumstances outside the Seller’s control. In the event that the Goods or their installation cause any damage to the Buyer’s foundations, floor, other surfaces or any property of the Buyer the Seller will not be responsible for any such damage or loss arising in connection with the same.

8.2 Where the Seller agrees in writing to demonstrate the Goods, on completion of installation a skilled engineer or operator will assist and advise the Buyer’s skilled operator in the operation of the Goods. The Buyer shall supply all necessary materials and a suitable three phase power supply at his cost for the purpose of the demonstration.

9. Buyer's obligations on delivery
9.1 The Buyer will examine the Goods carefully immediately upon delivery and notify the Seller (and any carrier for the Seller) in writing within 7 days of the date of delivery if the expected Goods have not been received or if the goods delivered are defective or otherwise not in accordance with the Contract.

9.2 Failure to make any notification in accordance with clause 9.1 shall constitute a waiver by the buyer of all claims in respect of any matter which such examination ought to have revealed, including loss or damage to the Goods occurring prior to delivery or for any claim that any of the Goods are defective whether the claim is based in contract, tort (including without limitation or negligence) or otherwise.

9.3 The Buyer hereby warrants that the Goods will not be used unless and until the Buyer has applied or taken all such protective or precautionary measure and has produced all such warning notices, or taken all such other precautions of whatever nature as may be required by law or as may be necessary to preclude the making of any claims by any person who may use the Goods or be affected by them, and the Buyer hereby full and effectually indemnifies the Seller against all claims, proceedings, costs or expenses which the Seller may suffer by reason of any branch of this warranty.
10 Risk
10.1 Notwithstanding that property in the Goods has not passed to the Buyer, unless otherwise agreed in writing with the Seller, risk in the Goods shall, subject to clause 10.2, pass to the Buyer in accordance with the relevant Incoterms as applicable under clause 7.1.
10.2 The Buyer agrees that Section 32(3) of the Sale of Goods Act, 1979 shall not apply to the Contract.

11 Title to goods
11.1 The Goods shall continue to be in the ownership of the Seller until the Seller has received payment in full of all sums due to the Seller under this Contract and any other contract between the Seller and Buyer. The Seller may, while owner of the Goods (and without prejudice to any other rights it may have under or by virtue of this Contract), demand the immediate return of the Goods at any time and the Buyer shall forthwith comply with such demand and bear the expense of such return. If the Buyer fails forthwith to return the Goods so demanded the Seller or its agent may enter on the premises for the purpose of removing the Goods (the cost of doing which shall be borne by the Buyer) or may sell or otherwise deal with the Goods.
11.2 The Buyer hereby grants a license to the Seller and its agent to enter onto the Buyer’s premises for the purpose of removing the Goods. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller’s fiduciary agent and bailee, and shall keep the Goods properly protected, insured and identified as the Seller’s property (by labelling and keeping separately from other goods in the Buyer’s possession).
11.3 The Buyer shall not be entitled to sell, pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all proceeds of sale shall (without prejudice to any other right or remedy of the Seller) be held on trust in a separate identified account for the Seller by the Buyer and such proceeds shall not be mingled with other moneys and shall at all times be identifiable as the Seller’s money.

12 Warranty of Seller
12.1 The Contract shall constitute the whole of the agreement between the parties. Each of the Seller and the Buyer agree that any representation made by or on behalf of the other of them before the Contract was entered into did not induce it to enter into the Contract and does not form part of the Contract.
12.2 For second hand goods the Buyer shall be free at its own expense to test, inspect and approve the Goods before delivery. Because the Goods are second hand, the Seller gives no warranties, save as set out in 12.3 below, as to the condition, satisfactory quality or fitness for purpose of the Goods (even if that purpose is made known expressly or by implication to the Seller) which are supplied in the condition and state in which they are delivered to or collected by the Buyer and the Buyer agrees that it is not appropriate for any such warranties to be given.
12.3 If the Seller specifically gives a Warranty in the quotation, the Seller warrants that the Goods will be free from material defects for the period specified in the quotation from the date of delivery. The Seller, subject to the Seller confirming the defect, will supply replacement parts (all labour and other costs will be paid by the Buyer) subject to:
(a) the Buyer complies with clause 9;
(b) operation of the Goods is stopped immediately the defect becomes apparent and no attempt is made to restart the Goods until the appropriate repair has been carried out;
(c) the Buyer has used the Goods in accordance with any instructions or recommendations of the Seller;
(d) the Goods have not been adjusted, altered, adapted or repaired by any party other than the Seller;
(e) the Goods are either made available to the Seller for inspection or returned to the Seller at the Buyer’s own expense as the Seller may request.
12.4 The Buyer acknowledges that the Seller is not the manufacturer of the Goods and that in selecting the Goods the Buyer has not relied upon the Seller but has formed its own opinion as to the suitability and condition of the Goods for its purposes.
12.5 Any warranty provided by the Seller will become invalid immediately if any payment by the Buyer is made after the due date.
12.6 Except for liability for death or personal injury resulting from negligence no warranty, condition, representation, undertaking or obligation (whether expressed or implied by statute, common law, custom, course of dealing or otherwise) shall apply in respect of the Goods save for the warranty (if applicable), under clause 12.3.

13 Limitation of Seller’s liability
13.1 Subject to clause 13.4, where the Goods or any part thereof are supplied, designed, delivered, installed or manufactured other than by the Seller, the Seller’s sole obligations and liability to the Buyer (if any) shall be to use its reasonable endeavours to enforce the Seller’s rights (if any) against the relevant supplier, designer, delivery contractor, installer or manufacturer.
13.2 Subject to clause 13.4 the Seller shall not be liable in contract, tort (including without limitation negligence and statutory duty) or otherwise including misrepresentation (other than fraudulent misrepresentation) (whether or not the Seller has been advised of the loss) for:
(a) any increased costs or expenses;
(b) loss of anticipated savings;
(c) loss of profit, business contract or revenues;
(d) special, indirect or consequential loss; or
(e) loss of business or goodwill;

Arising out of or in connection with the Goods or otherwise under or in relation to the Contract.

13.3 Subject to clauses 13.1, 13.2 and 13.4 the Seller’s aggregate liability to the Buyer for any loss or damage in connection with the Goods and this Contract whether based in contract, tort (including without limitation negligence and breach of statutory duty) or otherwise including misrepresentation (other than fraudulent misrepresentation) shall not exceed an amount equal to the price of the Goods paid by the Buyer under the Contract.

13.4 The Seller does not exclude or limit its liability for death or personal injury caused by negligence.

14 Indemnity by Buyer
14.1 The Buyer undertakes to indemnify the Seller against all claims relating to or arising from Goods sold to the Buyer by the Seller in respect of any loss, damage or expenses sustained by any third party howsoever caused save for death or personal injury caused by the Seller’s negligence.

15 Trade marks, patents and other industrial rights
15.1 The Seller gives no warranty that the Goods or their use will not infringe any intellectual property rights of any third parties and the Seller shall have no liability in this respect.

16 Default by Buyer
16.1 If the Buyer defaults in or commits any breach of any of its obligations to the Seller or in the reasonable opinion of a director of the Seller the Buyer is unlikely to discharge its financial obligations under the Contract then the Seller shall be entitled forthwith to terminate any contract then subsisting and upon written notice of such termination being posted by the Seller any subsisting contracts shall be deemed to be terminated without prejudice to any claim or right the Seller might otherwise make or exercise and the Seller shall not be liable in any way to make any payments to the Buyer in respect of such termination.

17 Assignment
17.1 The Contract of which these conditions of sale form part shall be personal to the Buyer and shall not nor shall any rights under it be assigned by the Buyer without the prior written consent of the Seller.

18 Waiver
18.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be effective unless in writing nor shall it be considered as a waiver of any subsequent breach of the same or any other provision.

19 Severability
19.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

20 Governing law
20.1 These conditions and the Contract of which they form part shall be governed by and construed in accordance with English law and it is irrevocably agreed for the exclusive benefit of the Seller that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with these Conditions and the said Contract, and that accordingly any suit, action or proceeding arising out of or in connection with these Conditions and the said Contract (in this clause referred to as “Proceedings”) may be brought in such Courts. Nothing in this clause shall limit the right of the Seller to take Proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking or Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.