

Terms and Conditions Of Mollart Engineering Limited, Chessington, England.

1. The terms contained herein are exclusive and shall be the sole terms of the contract unless otherwise agreed in writing and signed by the parties hereto.
2. **VALIDITY OF QUOTATION:** Unless previously withdrawn, this Quotation is open for acceptance within 30 days from the date hereof and thereafter is subject to confirmation by us at the time of such acceptance. The Buyers written acceptance of the Quotation must be accompanied by sufficient information to enable us to proceed with the Order forthwith; where such information involves alteration of the Quotation, we are at liberty to amend the price to cover the cost which may reasonably be incurred in consequence of such alteration and the delivery date in respect thereof.
3. All particulars or illustrations of whatever sort appearing in any quotation (including any drawings plans or other documents forming part thereof) are approximate only unless based on agreed finalised drawings.
4. All conditions warranties covenants undertakings or guarantees of any kind whatsoever (other than those (if any) contained herein) express or implied whether by law or otherwise are hereby expressly excluded.
5. This Quotation is based on recent costs of materials, labour and statutory obligations and if before the date of despatch of the goods variations occur due to National increases in wage rate or unforeseen increases in labour or material costs, we reserve the right to increase the contract price accordingly.
6. **CANCELLATION OF ORDERS** cannot be accepted unless mutually agreed; any unforeseen charges incurred in design, procurement of material, work actually carried out or services rendered shall be payable by the Buyer unless otherwise agreed in writing by us.
7. **TERMS OF PAYMENT:** 30 days from end of month.
8. All prices quoted are “unpacked ex Works”. Carriage package and insurance shall be charged extra.
9. **TITLE:** The risk in any goods supplied will pass to the Purchaser when loading on to the carrier’s vehicle is complete but the title to such goods shall not pass until such time as we have received all money owing to us in respect of such goods.
10. **DELIVERY.** Quoted delivery times date from our receipt of official order and of full and final instructions and information enabling us to proceed. Delivery dates are given in all good faith and as accurately as possible but are not guaranteed. We accept no responsibility for any delays resulting from strikes, fire or any other cause outside our control. Time of delivery is not deemed to be the essence of the contract.
11. **LIABILITY:** A. All reasonable steps are taken by us to ensure that goods supplied are of the highest grade material and workmanship. If on delivery of the goods, any defect in their dimensions or in the material used, or any faulty workmanship, not caused in transit is proved to our satisfaction we undertake, on the goods being returned to our works at the Buyer’s expense within one month of delivery having been made, to make good or replace goods at our expense.
B. (1) When designs are prepared by us for the Buyer’s requirements the acceptance of this Quotation shall be conclusive evidence that the designs have been fully approved by the Buyer who shall then become responsible for the same.
(2) When goods are manufactured to designs submitted by the Buyer we undertake that the goods will be in conformity with such designs except in so far as modifications therein have been agreed in conformity with paragraph 8.
(3) Provided that goods comply substantially with the designs therefore (including any modifications that may have been incorporated therein as aforesaid) we accept no responsibility for their satisfactory functioning.
C. Our responsibility in respect of any goods is strictly limited to the foregoing and in no circumstances can we be held liable for any amount in excess of the price of the goods or for any consequential loss or damage of any description.
12. **PAYMENT:** If the Buyer is declared insolvent, bankrupt, convenes a meeting of its creditors or proposes or makes any composition with creditors, or any steps are taken for the winding-up, bankruptcy or dissolution of the Buyer (or anything occurs in relation to the Buyer in any acceptable jurisdiction to any such steps), or if payments are not made by the Buyer at due dates, we may at our option cancel any undelivered portion of the contract, but we shall nevertheless be entitled to claim against the Buyer for any loss or damage sustained through non completion of the Contract.
13. **CASES:** (Where necessary) are charged extra but are credited in full when returned in good condition (carriage paid) within six weeks of delivery.
14. If any quotation shall contain an error based upon an error in a Drawing or Parts List (whether supplied by us or by the Buyer) then upon such error being ascertained and provided always that no contract shall have been entered into the quotation shall be withdrawn and a new quotation submitted in lieu thereof.
15. We cannot accept any responsibility for any claims or liabilities arising under any **PATENT, TRADE MARK or REGISTERED DESIGN**, or of any application for a patent or registered design, and the placing of the Order shall be considered as an undertaking by the Buyer to indemnify us against any loss or damage or expenses which we or any sub-contractors of ours may incur in respect of any infringement or alleged infringement of any such Patent, Trade Mark or Registered Design or application.
16. A. All licenses permissions authorities consents or certificates of any kind whatsoever whether governmental or otherwise or of any nature at all necessary for the completion of the sale or delivery of the goods shall be obtained by the Buyer provided that if any provision of law imposes a duty upon us to obtain any of such licenses, permission authorities consents or certificates then we shall endeavour to obtain them but shall be under no liability whatsoever for failure to do so.
B. All duties, fees, taxes or disbursements of any kind whatsoever charged upon the goods by reason of their transportation to the Buyer whether for the export or the import thereof and whether governmental or otherwise shall be paid by the Buyer, provided that if any provision of law imposes any of such impositions upon us we shall be entitled to recover the amount thereof from the Buyer.
17. In the event of any conflict arising between these conditions and the conditions upon which the Buyer purports to buy goods these shall prevail.
18. This contract shall in all respects be governed by the laws of England and the Buyer shall be taken as having submitted to the jurisdiction of the English Courts.
19. No Servant or Agent other than a Director of our Company has any authority on our behalf to vary, amend, add to or otherwise alter these conditions or any of them.
20. Mollart Engineering Limited is a company registered in England and Wales with the company number 01563799.
21. **PRIVACY:** Mollart Engineering Limited take data protection very seriously and is committed to protecting personal information. Our Privacy policy details the data we collect, how we use it and your rights to control that information, which can be found <https://mollart.com/privacy-policy>