

INCATEX LIMITED - TERMS & CONDITIONS OF SALE - 2018

These Conditions of Sale supersede any terms and conditions proposed by the buyer and may not be varied except with the written consent of the company.

“Incatext” refers to Incatext Limited.

“the Buyer” refers to the company placing the order.

“the Order” refers to each order placed by the Buyer for the supply of the Goods.

“the Goods” refers to the articles services or work to be supplied or undertaken by Incatext.

“the Contract” refers to the contract made by the acceptance of the Order, by Incatext under these Conditions of Sale.

1. The acceptance (including acceptance implied by delivery) of the Order shall be subject to the Conditions appearing hereunder. Any variation thereof shall only be valid if confirmed in writing by Incatext to the Buyer.

Where the Order by the Buyer on Incatext is made subject to the Buyer’s printed standard form of conditions the Buyer’s conditions shall not operate and the conditions appearing hereunder shall apply.

2. Incatext reserves the right to refuse the Order to delay execution of the Order to request payment in part or in full prior to execution of the Order or to cancel any Contract entered into with the Buyer prior to commencement of deliveries to the Buyer if Incatext’s normal enquires indicate that the Buyer’s credit may not be sufficient to meet the needs of the Contract. The Buyer will if requested by Incatext take any reasonable steps to satisfy Incatext prior to the execution of the Order as to its credit-worthiness such as the provision of trade and banker’s references.

3. While Incatext shall endeavour to dispatch or deliver the Goods within timescales agreed with the Buyer or in the absence of such agreements as soon as reasonably possible Incatext shall not be liable for any costs losses expenses or damages caused by any delay in dispatch or delivery of the Goods. In the event of any such delay Incatext shall be entitled to such additional time as may be necessary to complete the Contract and where appropriate to allocate its products and services among its customers in such a manner as it is considered fair and reasonable. Under no circumstances shall the Buyer be entitled to cancel the Order in the event of any delay unless with the specific consent of Incatext on mutually acceptable terms.

4. Until the price together with any interest and any other sums due from the Buyer have been paid in full the goods shall remain the property of Incatext. If purchased for resale the Buyer shall safely store the Goods while in the Buyer’s possession until payment has been made to Incatext in such a way that they can be identified as the property of Incatext.

If the buyer resells the Goods it shall not give unauthorised warranties on behalf of Incatext. If the buyer disposes of the Goods before the price together with any interest or any other sums due from the Buyer to Incatext have been paid in full the sale proceeds shall belong to Incatext in respect of the Goods. Failure on the part of the Buyer to pay in full and when due for the Goods shall give Incatext the rights (without prejudice to any other remedies) to repossess the Goods with or without prior notice to enter upon any premises in which the Goods maybe for the purposes

of repossession and to sue the Buyer for the price together with any interest any sums due from the buyer. The goods may not form an asset or book debt to the Buyer or to a Receiver or to a Liquidator and Incatext hold the Buyer, Receiver or Liquidator responsible to make good ALL SUMS personally if they dispose of the goods.

5. In the event of cancellation of the order at any time by the Buyer for any reason whatsoever Incatext shall be entitled to make a cancellation charge which shall be paid by the Buyer within twenty eight (28) days of notification of the charge by Incatext to the Buyer.

6. Payment terms are strictly net and payment must be made within thirty (30) days of the date of each and every invoice unless otherwise agreed in writing. The Buyer shall not be entitled to withhold payments either wholly or in part when it becomes due on any grounds whatsoever except where otherwise expressly agreed in writing with Incatext. All payments must be made to Incatext Limited, Beacon Works, Main Road, Hewish, Weston-super-Mare, North Somerset, BS24 6RE. Incatext shall be entitled to charge interest at the rate of two per cent (2%) above National Westminster Bank PLC Base Rate for the time being in force.

7. Incatext prices are exclusive of Value Added Tax (VAT) which shall be added where applicable at the rate ruling at the date of the applicable tax point and shall be paid by the Buyer.

8. All drawings, photographs and specifications by Incatext shall remain the property of Incatext and the copyright is reserved accordingly and no copies shall be made or extracts taken without the written consent of Incatext. Any drawings, photographs or specifications so prepared shall be returned by the Buyer to Incatext on demand together with any copies made thereof.

9. Incatext shall be responsible for making good any defect in the Goods due to defective workmanship or faulty materials provided that any such defect and the nature of it is notified to Incatext in writing within a period of one (1) month from the date of delivery as defined in Clause 3 hereof. Incatext shall be under no further liability to the Buyer in respect of the sale supply or repair of the goods and in no circumstances shall Incatext be under any liability for any consequential loss arising from any defect in the Goods.

10. No nameplate or transfer or other indication of origin affixed by Incatext to the Goods shall be removed or covered up without the prior consent in writing of Incatext.

11. No relaxation or indulgence by Incatext in enforcing any of the Conditions here or granting of time by Incatext to the Buyer shall prejudice affect or restrict the rights and powers of Incatext hereunder nor shall any waiver of any subsequent or continuing breach thereof.

12. The contract between Incatext and the Buyer shall in all respects be governed by and constructed according to the laws of England.

13. The prices quoted by Incatext shall be correspondingly increased where between the time of the quotation and the completion of the order there are increases in the schedule rates materials prices or other charges of Incatext or where the Buyer requests work to be performed by Incatext outside Incatext's normal working hours.



14. Unless otherwise agreed in writing delivery of the Goods at the premises of the Buyer or (if earlier) the premises of its specified agent shall constitute delivery to the Buyer. Goods supplied by Incatext shall be at the Buyer's risk immediately on delivery to the buyer or its specified agent.