

Swiftec Terms and Conditions



INTERPRETATION

In these conditions 'the Company' means Swiftec Global Limited trading as Swiftec Group or any associated company or agent authorised by them, and 'the purchaser' the person or persons firm or company purchasing from or doing business with the Company.

'The Goods' means all products supplied by the company to the purchaser whether by means of sale, hire, rental or otherwise and whether the property of the company or distributed by the company as agents for another.

GENERAL

These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.

These conditions shall have precedence over any conditions appearing in the Purchasers Order form and any other documents emanating from the Purchaser or his agent. Any such Purchaser Conditions shall have no affected whatever unless expressly accepted in writing by the Company. The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the company.

In purchasing goods from the Company on these terms and Conditions the Purchaser is deemed to acknowledge that they do not rely upon the skill or judgment of the Company or of its employees or agents as to matters connected with the goods. The Company shall not be liable for any inaccuracy or mis-description of the goods or for any loss or damage either direct or consequential resulting therefrom or from any other cause whatever including any defect whatsoever in the goods.

DELIVERY

Any statement by the Company of a time of delivery is an estimate only. The Company shall not in any circumstances whatsoever be liable for direct, indirect or consequential costs or loss due to late delivery. These include (but are not limited to) standing time for labour and plant, loss of profit loss of market, or the consequences of delay however caused.

Where circumstances beyond the reasonable control of the Company cause delivery to be impossible or impracticable, the company will accept no liability for loss or damage resulting.

Claims for non-delivery, damages, shortages or any complaints about the goods supplied shall only be considered by the company if made within three days of delivery date.

RISK/OWNERSHIP/PAYMENT

Risk in the goods shall pass to the purchaser on delivery notwithstanding that ownership shall not pass until payment is made in full.

Legal and beneficial title in the goods shall remain with the Company until payment in full has been received by the Company for all the goods and in respect of all debts of whatsoever nature owed by the Purchaser to the Company. Until such time the Purchaser shall have such possession of goods solely in a fiduciary capacity as bailee for the Company. For the purpose of recovery of the goods the company may enter upon any premises where the goods are situated or are reasonably thought to be situated and may repossess the same.

The Purchaser shall make payment of all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.

If payment is delayed beyond the agreed terms the Company reserves the right to charge interest and compensation on the outstanding balance in accordance with the Late Payment of Commercial Debts Regulations 2002.

INDEMNITY

The Company shall not be responsible for any consequential loss of any description incurred by the purchaser as a result of any failure or fault in the Goods or for any damages or personal injuries or other losses, howsoever caused directly or indirectly by the goods.

The Purchaser shall indemnify the Company against all claims, demands, damages, penalties, costs, and expenses to which the Company may become liable as a result of Goods supplied in accordance with the Purchaser order which involves the infringement or alleged infringement of any letters patent trademarks, registered designs, industrial models or copyrights. The company accepts no responsibility where specifications or particulars supplied by the Purchaser are inaccurate and the Customer shall indemnify the Company against any loss suffered by the Company by reason of such inaccuracy.

August 2013

VAT Reg No: 167 2265 01