CONDITIONS OF SALE

In these conditions, unless the context requires otherwise;

"Supplier"	means Oxford Engineering whose registered office is 6 Colwell Drive Abingdon Business Park Abingdon Oxon OX14 1AU.
"Buyer"	means the company, firm, body or person purchasing the Goods;
"Goods"	means the subject matter of the contract including (but not limited to) raw materials, finished or semi-finished materials, articles or services;
"Order"	means a purchase order in respect of the Goods and/or Services issued by the Buyer to the Supplier either on the Buyer's official purchase order form, or in other written or electronic form
"Services"	means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to the Order.

1. GENERAL

1.1. The Supplier's quotations are not binding on the Supplier and a contract ("the contract") will only come into being upon the acceptance by the Supplier of the Order and the following conditions shall be deemed to be incorporated in the contract.

1.2. The contract will be subject to these conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Buyer shall have no effect. The Supplier must confirm any variation of the contract in writing.

1.3. Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of ordering.

1.4. These conditions apply to Services in the same way as they apply to Goods.

2. PRICES

2.1. The price payable for the Goods shall be the contract price, confirmed by the Supplier upon acceptance of each order, or where a Fixed Price Agreement is in force, from that agreement.

2.2. Where the Buyer amends the Order after agreeing the contract, the Supplier may, by agreement, change the price and terms in reflection of the amendments.

2.3. There shall be added to the price for the Goods or Services any value added tax and any other tax or duty relating to the manufacture, export, import, sale or delivery of the Goods.

3. TERMS OF PAYMENT

Prices quoted are net. Subject to credit being approved, accounts are due for payment not later than the end of the month following the month of invoice: otherwise payment must be received by the Supplier before delivery. All payments shall be made without deduction or set-off. When deliveries are spread over a period each consignment will be invoiced as

dispatched and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the contract shall entitle the Supplier to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right the Supplier may have. The Supplier reserves the right, where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any Goods or Services or any delivery or instalment as aforesaid, to suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

Where Goods are to be delivered outside the United Kingdom, payment must be made against delivery of the Goods or shipping documents, F.O.B. UK Port unless credit arrangements within the United Kingdom approved by the Supplier have been made.

4. RETENTION OF TITLE

Until the company has received payment in full, in cash or cleared funds, of all sums owed to it on any account by the Buyer, whether arising out of this or any other contract, legal and beneficial title to the Goods shall remain with the Suppliers.

5. WARRANTY: LIMIT OF RESPONSIBILITY

The Supplier warrants that it will (at the Supplier's choice) either replace or refund the full purchase price of any Goods which are accepted by the Supplier as being defective, or not in accordance with the contract or any express description or representation given or made by or on behalf of the Supplier in respect of the Goods, within a period of 12 months from dispatch of such goods, save that this warranty shall not apply where the defect or fault is attributable to defective materials or services supplied by third parties, or the Buyer, where the Buyer's only remedy will be against that Supplier. In respect of services, if the Supplier accepts within the warranty period that it has failed to execute the services in accordance with the express terms of the contract, the Supplier may, at it's option, perform again such of the services as have not been carried out in accordance with the express terms of the contract or repay the Buyer the charge for such of the services as have not been so performed (provided such charge shall have been paid to the Supplier by the Buyer). The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Goods or services or any workmanship in relation to them (whether or not involving negligence on the part of the Supplier) shall in all cases be limited to replacement, re-performance or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period; and the Supplier shall not, in any circumstances, be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification in respect of any delivery or instalment of any Order or any part of them shall not entitle the Buyer to cancel or refuse delivery of or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment.

6. DELIVERY AND COMPLETION DATES

The dates for delivery of the Goods or the dates for carrying out the Services are forecast at the order acceptance time. Every effort will be made to achieve the delivery. If significant delays occur, the Buyer will be notified. The Supplier will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.

No delay shall entitle the Buyer to reject any delivery or performance or any further instalment or part of the order or any other order from the Buyer or to repudiate the contract or the order.

7. DELAYED ACCEPTANCE

If for any reason the Buyer is unable to accept delivery of the Goods, when the Goods are due and ready for delivery, the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including Insurance) of such storage. This provision is without prejudice to any other right, which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the contract.

8. INDEMNITY

The Buyer agrees upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

8.1. designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods;

8.2. defective materials or products supplied by the Buyer to the Supplier; or

8.3. the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.

9. GAUGES, DIES, TOOLS, DRAWINGS AND EQUIPMENT

9.1. Where the Buyer supplies gauges, dies, tools, drawings or equipment, the Suppliers shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to the Supplier's methods of production, and for the production of the Goods in the quantities required.

9.2. All replacements, alterations, and repairs to the Buyer's gauges, dies, tools, drawings and equipment shall be paid for by the Buyer.

9.3. Where the gauges, dies, tools, drawings and equipment are not supplied by the Buyer, only those which are specially made by the Supplier and separately charged to the Buyer in full, shall, when paid for by the Buyer, become the property of the Buyer.

9.4. The Supplier will take all reasonable care of the Buyer's gauges, dies, tools, drawings and equipment while in the Supplier's possession but does not accept liability for loss or damage thereto, however arising, except where neglect on the part of the Supplier or its agents was the direct cause of loss or damage, and in those circumstances the Supplier's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, consequential losses, loss of profits and other expenses, liabilities and losses however arising.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 None of the rights or obligations of the Buyer under the contract may be assigned or transferred in whole or in part without the prior written consent of the Supplier.

10.2 The Supplier shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to the Buyer.

11. HEALTH AND SAFETY

The Buyer agrees to pay due regard to any information or any revised information whenever supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

12. NOTICES

Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by post or facsimile transmission.

13. LAW AND JURISDICTION

The contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.