

EMACH Limited

Terms & Conditions of Sale

General

1. All orders are accepted on these terms and conditions and no variations will be accepted other than those confirmed in writing by a Director of EMACH Limited.
2. In the case of any difference between these terms and conditions and the conditions used by the customer and incorporated into their order the terms and conditions of EMACH Limited will prevail.
3. On receipt of an order from the customer EMACH Limited will supply the customer its order confirmation setting out the details of the goods to be supplied, the price payable and the period during which EMACH Limited is prepared to supply the goods at the price quoted.
4. No statement from any catalogue advertisement, website or made verbally by any of EMACH Limited employees, dealers or agents shall vary these conditions.
5. EMACH Limited shall be entitled to decline to proceed with any order:
 - a) If EMACH Limited consider the customers credit worthiness unsatisfactory.
 - b) If the order value is below that of EMACH Limited's minimum order of £20.00 per order.
 - c) Outstanding payments or disagreements regarding payments are apparent.
6. Should EMACH Limited agree to accept the return of any supplied goods ordered, EMACH Limited shall be entitled to make a handling charge for dealing with such an order of not less than £25.00 per order.
7. The equipment shall mean the goods to be supplied by EMACH Limited to the customer and specified in the order confirmation, proforma invoice or invoice.

Price

8. All prices shown in the quotation are valid for the period specified in the quotation and EMACH Limited shall be entitled to revise the price quoted if the customer has not accepted in writing the quotation before the expiration of the period stated in the quotation.
9. The price quoted excludes value added tax (VAT) which will be charged to all orders, except export orders at the prevailing rate.

Payment

10. All machine or systems sales will be subject to deposit and balance payments of 30% and 70% respectively.
11. Unless otherwise agreed by EMACH Limited Directors in writing, payment shall be made in accordance with the invoiced price including VAT, without any deduction or set off within the specified payment terms stated on the EMACH Limited invoice.
12. If the customer fails to pay an invoice or part thereof an invoice within the agreed payment terms stipulated in the invoice EMACH Limited shall be entitled to:
 - a) Cease any work, services, supply or other transactions between the customer and EMACH Limited.
 - b) Enter, or commission third party to enter, the customer's premises to reclaim the goods belonging to EMACH Limited.
13. Failure to pay invoices or part thereof will entitle EMACH Limited to charge interest at the rate of 3% above the Bank of England base rate against the invoice amount less part or any payments already received against the invoice.

Warranties

14. EMACH Limited warrants that:
 - a) The equipment supplied to the customer will be in full working order to normal industrial standards. (EMACH Limited excludes to warrant the finished condition of equipment or its fitness for any particular purpose).
 - b) In respect of equipment supplied or manufactured by EMACH Limited and if the equipment or parts comprised therein prove to be defective within a 12 month period from the date of supply through either faulty materials or workmanship on the part of EMACH Limited then EMACH Limited will repair such faulty equipment or parts or at EMACH Limited sole discretion replace the same provided on receipt of written instruction from the customer and on receipt of defective parts at the customers expense.

Exclusions

15. MACHCOM Limited shall not be liable for any defects or failures of the equipment where this has been caused by failure on the part of the customer to use the equipment for the purpose for which it was constructed or to operate or to maintain the equipment:
 - a) In a reasonable and proper manner.
 - b) In accordance with any training given by EMACH Limited.
 - c) In accordance with any operating instructions given by the original equipment manufacturers or EMACH Limited.
16. EMACH Limited shall not be liable if unable to perform as per these terms and conditions arising as a result beyond EMACH Limited control.
17. Liability for failure of these terms and conditions shall not exceed to the value of the goods as stated in the invoice and EMACH Limited shall not be held responsible for any consequential loss, damage or expense whatsoever.
18. Any advice or recommendations offered to the customer by EMACH Limited employees, dealers or agents as to the storage, use, or application of the equipment is taken fully at the customers risk and accordingly EMACH Limited shall not be liable for any such advice not given in writing.
19. The applications and use of the equipment is the absolute responsibility of the customer and EMACH Limited gives no warranty as to the suitability of the equipment for the purposes of which the customer intends to use it.
20. EMACH Limited shall not be responsible for any delays or failure to deliver the equipment on an agreed date due to shortage of material, labour, or other causes outside EMACH Limited's control.
21. Parts deemed as wear and tear or consumable items are excluded from the warranty.

Modifications

22. EMACH Limited or the original equipment manufacturers reserve the right to make any modifications necessary to comply with any local or national rules of any regulatory authority.

Buyers Property

23. EMACH Limited accepts no responsibility for:
 - a) The accuracy of patents, drawings, particulars or specifications supplied by the customer or any defects in the components or equipment supplied by EMACH Limited resulting there from.
 - b) The loss of or damage thereof to materials, patents or other articles or documents supplied by the customer arising from fire or other cause beyond the control of EMACH Limited.

Indemnity

24. The customer indemnifies EMACH Limited in respect of loss, claims, demands, or liability arising as a result of the work done in accordance with the customer's specification and instructions which is an infringement of any letters patent, registered design, propriety process or otherwise.

Delivery & Title

25. Title to the property or equipment supplied remains vested in EMACH Limited until all money due and owing to EMACH Limited in respect of the equipment supplied has been received in full by EMACH Limited.
26. Delivery shall be deemed to be effected and risk in the equipment shall pass to EMACH Limited by:
 - a) Delivery to the address stated on the invoice or order confirmation unless otherwise agreed in writing with the customer, or
 - b) Delivery FOB to a UK port when the equipment has been so delivered.
 - c) Where the customer is to collect and it is collected by the customer or their agent or representative.
27. EMACH Limited's responsibility shall cease the immediately the equipment ordered is placed on board a ship or plane or delivered to the address and EMACH Limited shall be under no obligation to give the customer the notice in section 32(3) of the sales of goods act 1893-1979.

Notification of Loss of Damage to or Non Delivery of Equipment

28. Claims for damage to or loss of equipment in transit must be submitted in writing both to EMACH Limited and the carrier as follows:
 - a) In case of non delivery of the whole or any part of a consignment within 7 days of the date of despatch shown on the invoice or delivery note (whichever the earlier).
 - b) In case of damage or partial loss of the equipment it is the customer's responsibility to inspect the equipment on delivery and to notify EMACH Limited in writing within 48 hours that the equipment delivered is damaged or incomplete.
 - c) Save as aforesaid EMACH Limited will not accept any claims for damage for non-delivery of equipment or damage thereof.

Contracts not Assignable

29. These terms and conditions are personal to EMACH Limited and the customer as detailed on the order confirmation and are not assignable without EMACH Limited's consent.

Miscellaneous

30. Orders are accepted subject to these terms and conditions of sale and subject to EMACH Limited receiving any necessary licences to purchase or to use raw materials required in the production of the equipment and whilst EMACH Limited will use its best endeavours to obtain such materials and licences EMACH Limited shall be entitled to cancel the order if unable to do so.
31. All delivery times and dates are quoted in good faith based on the manufacturers advise but are not guaranteed and EMACH Limited cannot accept responsibility for any failure to deliver on the time and date quoted for reasons beyond its control.
32. All work carried out for the government or for the providers of public services shall have priority over any other orders that EMACH Limited undertakes and EMACH Limited reserves the right to delay completion or suspend orders in such circumstances.

Understanding

33. These terms and conditions of sale embody the entire understanding of the parties and supersedes and prior promises, representations, undertakings or agreements and are only capable of variations by agreement in writing by EMACH Limited Directors and the customer.

Governing Law

34. These terms and conditions shall be governed by and construed in accordance with the laws of England and the customer agrees to submit to the jurisdiction of the English courts.