

Capix Limited – Standard Terms & Conditions

General

- a) All contracts for goods and/or services are subject to these Terms and Conditions unless otherwise agreed in writing by a Director of Capix Limited.
- b) All contracts are governed and construed in all respects with English Law.
- c) All technical specifications are subject to change and cannot be guaranteed accurate or binding.

Prices

- a) Written quotations are valid for 30 days from date of issue unless specified otherwise on the quotation. When no quotation is issued prices charged will be those current at the time of invoice either published or at the discretion of Capix Limited.
- b) Capix Limited reserves the right to amend prices at any time up to delivery of goods other than when subject to a valid quotation.
- c) Packing, Carriage, Insurance, VAT and all other incidental expenses will be charged extra at current rates unless otherwise specified on a valid quotation.

Payment

- a) Terms for purchase of machines and included accessories are as stated on current lists unless over-ridden by a current quotation or agreed otherwise in writing by a Director of Capix Limited.
- b) Terms for purchase of spare parts to approved account customers are strictly net paid within 30 days of invoice. Otherwise terms are "Cash with Order".
- c) All goods supplied remain the property of Capix Limited until paid for in full by the purchaser. All risks for the safe keeping of this property pass to the purchaser on delivery to, or collection by, the customer or his appointed agent.
- d) Capix Limited reserve the right to charge interest on any overdue payments at a rate of 4% above the Barclays Bank Plc base rate current at the time the payment becomes due until payment is received.

Cancellation

- a) Cancellation of an order by the intended purchaser may result in the loss of all or part of any deposit paid up to the direct or consequential loss suffered as assessed by Capix Limited.

Delivery

- a) Delivery times quoted are subject to confirmation only after receipt of an official order in writing and any agreed deposits.
- b) Capix Limited will make every effort to comply with quoted times of delivery but will not be liable for any penalty, loss, injury, damage or expense directly or indirectly caused by any variance.
- c) Delays caused by the purchaser to agreed delivery schedules may render the purchaser liable to additional charges at the discretion of Capix Limited.

Warranty

- a) 'Approved Goods' define goods supplied for whom Capix Limited are the appointed official dealer at the time of supply and for whom they are still the dealer at the time of any claim.
- b) Warranty on approved goods supplied will be 12 months from date of delivery in respect of faulty parts, materials or workmanship unless otherwise quoted.
- c) Approved goods are covered by the warranty provided all goods have been paid for in full, but no additional liability will be accepted for consequential loss however caused.

Exclusions

- a) Parts subject to normal wear and tear e.g. filters, drive belts, transport belts, O-rings, fuses.
- b) Where there is evidence that the goods were subject to misuse, neglect or 'excessive use'. 'Excessive use' is taken to be more than 60 hours of machine operation per week of which the goods form part.
- c) Goods which may be supplied to Capix Limited at the request of or for the convenience of Customers which are not 'approved goods', may carry a manufacturer or original suppliers warranty which is not under-written by Capix Limited and any such guarantees should be invoked directly by the Customer to the manufacturer or original supplier, else to be considered void.

Replacement Under Warranty

- a) Goods under warranty will be charged for at current prices and terms. Credit for the same replacement value will be issued on return of the defective part(s) to Capix Limited, carriage paid by the claimant, provided the part(s) meet(s) the terms of the warranty in the opinion of Capix Limited and is(are) not damaged in transit.

Loss or Damage in Transit

- a) Any loss or damage of 'approved goods' in transit to the purchaser (or owner in the case of repairs) must be reported to Capix Limited and the carrier in writing within three days of receipt of goods by the purchaser or owner.
- b) All goods returned to Capix Limited for any reason and which are still the property of Capix Limited shall be the responsibility of the sender and should be fully insured up to the point of receipt by Capix Limited.
- c) No responsibility for goods sent to Capix Limited can be accepted other than during the time of safe keeping at Capix Limited.

Validity

- a) These terms are subject to revision at any time without notice.
- b) These terms supersede any previous terms that may have been in force.