



Midland Industrial Temperature Solutions Company

Terms and Conditions of Sale

1. **GENERAL.** Any terms on purchaser's order forms at variance with additional to these terms and conditions of sale shall not apply unless agreed in writing by us.
2. **ACCEPTANCE.** Your acceptance of our offer includes agreement to the following terms and conditions.
3. **PENALTY.** No orders containing penalty clauses will be accepted without prior written agreement. An agreed surcharge may be applied.
4. **AVAILABILITY.** All materials are offered subject to being unsold.
5. **PRICES.** We reserve the right to amend prices in accordance with any current government counter-inflation legislation and to invoice at prices ruling at the date of despatch. All prices are normally quoted, unless specified otherwise, as net with carriage and VAT charged extra.
6. **ERRORS OR OMISSIONS.** Every care is taken in the preparation of documents, but we reserve the right to correct any errors or omissions should they occur.
7. **DELIVERY.** Every effort will be made to deliver within the period stated. No responsibility will be accepted for any loss or other consequence caused by failure to deliver by the stated date. The company reserves the right to despatch any part order as it is completed and to invoice such deliveries in accordance with the terms stated.
8. **DAMAGE IN TRANSIT.** Notification must be made in writing to us and the carrier within three days of receipt otherwise no claim can be accepted.
9. **NON DELIVERY.** We must be notified in writing with 14 days from the date of invoice otherwise no claim(s) can be accepted.
10. **RETURNING GOODS.** Once delivered, no goods may be returned to us without prior written consent. Subject to our approval, products may be returned in unused condition within 30 days of the invoice date, stating relevant invoice number in order for the purchaser to be eligible for a refund.
11. **TERMS OF PAYEMENT.** All first time orders are subject to pro forma payment. Existing customers must adhere to prior agreed credit terms and conditions. Other forms of payment will only be accepted if prior written agreement is obtained from the Midland Industrial Temperature Solutions Company Limited.
12. **CREDIT APPROVAL.** All orders are accepted subject to credit approval.
13. **PERFORMANCE.** Whilst every care is taken in manufacture or provision of service we accept no responsibility for any consequential loss (however Caused) through the failure of any products to operate accurately and correctly.
14. **PATENTS AND REGISTERED DESIGNS.** We give no warranty that goods will be free from claim of third parties by way of infringement with respect to patent or trademark infringement. When work is done in accordance with the purchaser's specifications they shall indemnify the seller against all damages, penalties, costs and expenses to which the seller may become liable arising of any action for infringement of any patent, trade mark or registered design resulting from such work.
15. **SAFETY.** The purchaser undertakes to ensure compliance by his employees with any safety precautions or instructions given by us for the safe use of our products.
16. **CANCELLATION.** The company reserves the right to recover from the purchaser all costs incurred in relation to the order up to the time of cancellation. No order may be cancelled by the purchaser except with our agreement in writing.
17. **CERTIFICATES.** Any certificates of conformance or material certificates must be requested at the time of ordering.
18. **GOODS.** Goods remain the property of The Midland Industrial Temperature Solutions Company Limited until paid for.

Midland Industrial Temperature Solutions Company Ltd.

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