



Terms and Conditions of Business

1. EDAC (Europe) Ltd agrees that it will endeavour to fill accepted orders as promptly as practicable, subject, however, to delays caused by transportation conditions, labour or material shortages, strikes, fires or any other cause beyond the control of EDAC (Europe) Ltd. Shipping dates are approximate and represent the best judgement of EDAC (Europe) Ltd at the time of sending the acknowledgement.
2. Unless otherwise specified in writing, EDAC (Europe) Ltd reserves the right to route all shipments and deliveries **EXW Milton Keynes**, and this shall constitute delivery to the Customer. EDAC (Europe) Ltd shall not be responsible for any loss, damage or delay during transportation, under these terms
3. For any other delivery terms and conditions, claims for shortage or damage in transit, where applicable, shall be valid only if made in writing and received by EDAC (Europe) Ltd within seven (7) days after delivery of Product to the Customer.
4. EDAC (Europe) Ltd WARRANTS ALL PRODUCTS SOLD BY IT TO BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP WHEN SUCH PRODUCTS ARE USED AND SERVICED NORMALLY. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR ITS INTENDED USE AND THE CUSTOMER ASSUMES ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. THE ONLY OBLIGATION OF EDAC (Europe) Ltd WILL BE TO REPLACE, REPAIR OR CREDIT SUCH QUANTITY OF THE PRODUCT AS PROVED TO BE DEFECTIVE. IN NO EVENT SHALL EDAC BE LIABLE BEYOND THE INVOICE PRICE OF THESE PRODUCTS FOR ANY LOSSES CLAIMS OR DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL DAMAGES, WHETHER SUCH LOSSES, CLAIMS OR DAMAGES ARISE AS THE RESULT OF NEGLIGENCE, DEFAULT OR FOR ANY OTHER REASON WHATSOEVER.
5. Until the Goods are paid for in full, the title and property in the Goods supplied by EDAC (Europe) Ltd. shall remain with EDAC (Europe) Ltd. as the legal and equitable owner thereof
6. Payment for goods supplied shall be made, by the Customer, within thirty (30) days from the end of the month within which the goods were invoiced. EDAC (Europe) Ltd reserves the right, at its absolute discretion, to apply an additional charge of 4% of the net value of any invoice that remains unpaid beyond the due date for payment, for every month, or part month, that the invoice remains unpaid together with all costs incurred in obtaining payment.
7. Customers must ensure that all invoice payments received by Edac (Europe) Ltd. are free of any deductions for bank charges that might be imposed by the customer's bank.
8. Cancellation of orders shall be allowed only by mutual agreement, in writing, based on any adjustment necessary to cover labour expended and material procured, refined, processed or partially processed.
9. The return of goods supplied shall only be allowed by agreement, in writing, from EDAC (Europe) Ltd. Any goods returned, following such authorisation, shall incur a restocking charge of 25% of the net invoice value of these goods together with the repayment of any shipping costs incurred from the original delivery of said goods. Goods originally supplied on an NCNR (Non-Cancellable, Non-Returnable) basis shall not, under any circumstances be authorised for return to EDAC (Europe) Ltd.
10. These terms are intended by the parties as a complete and exclusive statement of the terms of their agreement. They supersede all prior agreements, written or oral. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this agreement. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
11. This agreement can be modified or rescinded only in writing, signed by both parties or their duly authorised agents.
12. This agreement is to be governed by and construed according to the laws of England. If any dispute of any kind arises in connection with this agreement, the parties agree to submit to the jurisdiction of the Courts of England exclusively.