



R H DAVEY WELDING SUPPLIES LTD – TERMS & CONDITIONS OF SALE

These Terms and Conditions (“Terms”) apply to all sales of goods (“Goods”) by R H Davey Welding Supplies Ltd (“Seller”) to any customer (“Buyer”). By placing an order, the Buyer agrees to be bound by these Terms to the exclusion of all others.

1. Formation of Contract

- 1.1. These Terms apply to all quotations, offers, sales, and deliveries by the Seller.
- 1.2. Any terms or conditions submitted by the Buyer, whether printed on a purchase order or otherwise, are expressly rejected and shall have no effect unless agreed in writing by a director of the Seller.
- 1.3. No contract exists until the Seller issues an order confirmation or commences performance.
- 1.4. Commencement of delivery shall not constitute acceptance of any Buyer terms.

2. Orders

- 2.1. All orders are subject to acceptance by the Seller.
- 2.2. The Seller may refuse, cancel, or amend any order at its discretion.
- 2.3. Any cancellation or amendment requested by the Buyer must be in writing and is subject to the Seller’s approval and reimbursement of all associated costs.

3. Prices and Payment

- 3.1. Prices are as stated in the Seller’s quotation or price list at the time of order and may be amended without notice.
- 3.2. Payment terms:

Non-account customers: Payment in full at the time of order.

Credit account customers: Net 30 days from invoice date unless otherwise agreed in writing.

- 3.3. The Seller may withdraw credit facilities at any time without notice.
- 3.4. Late payments shall incur interest at statutory rates under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily.
- 3.5. The Seller may suspend deliveries or cancel outstanding orders if the Buyer fails to pay on time.
- 3.6. The Buyer shall pay all amounts in full without deduction, set-off, or counterclaim.

4. Delivery

- 4.1. Delivery dates are estimates only and time shall not be of the essence.
- 4.2. Risk passes to the Buyer upon delivery to the Buyer, its agent, or carrier.
- 4.3. The Buyer must inspect Goods immediately upon delivery and notify the Seller of shortages, damage, or defects within **48 hours**.
- 4.4. Failure to notify within this period constitutes acceptance of the Goods.

4.5. If the Buyer refuses or fails to take delivery, the Seller may store the Goods at the Buyer's cost and risk.

5. Title and Retention of Title (Romalpa Clause)

5.1. Title to the Goods shall not pass to the Buyer until the Seller has received payment in full for: (a) the Goods; and (b) all other sums due from the Buyer to the Seller under any contract.

5.2. Until title passes, the Buyer shall:

- Hold the Goods as bailee for the Seller;
- Store them separately and clearly identifiable;
- Keep them insured for their full replacement value;
- Not remove, deface, or obscure identifying marks.

5.3. The Buyer may resell the Goods in the ordinary course of business, but shall hold the proceeds of sale on trust for the Seller.

5.4. If the Buyer becomes insolvent or fails to pay any amount due, the Seller may:

- Enter any premises where the Goods are stored;
- Repossess the Goods;
- Recover proceeds of sale;
- Terminate the Buyer's right to resell or use the Goods.

5.5. The Seller's rights under this clause survive termination of the contract.

6. Warranties

6.1. The Seller warrants that the Goods conform to their description and to any manufacturer warranty.

6.2. The Seller's liability is limited to repair, replacement, or refund at its discretion.

6.3. The Seller gives no warranty regarding suitability for any particular purpose unless expressly confirmed in writing.

6.4. Consumable items (including welding electrodes, wire, abrasives, and gas equipment) are supplied without performance guarantees unless stated otherwise.

7. Liability

7.1. The Seller shall not be liable for:

- Loss of profit, revenue, or business;
- Downtime or production delays;
- Indirect or consequential loss;
- Costs arising from incorrect specifications supplied by the Buyer.

7.2. The Seller's total liability shall not exceed the price of the Goods giving rise to the claim.

7.3. Nothing in these Terms limits liability for death or personal injury caused by negligence or for fraud.

8. Force Majeure

The Seller shall not be liable for any delay or failure caused by events beyond its reasonable control, including, but not limited to, supply chain disruptions, transport delays, labour shortages, industrial action, or acts of God.

9. Intellectual Property

All intellectual property rights in Goods or materials supplied remain with the Seller or the manufacturer.

10. Returns

10.1. Goods may only be returned with the Seller's prior written consent.

10.2. Returned Goods must be unused, in original packaging, and may be subject to a handling charge.

10.3. Special-order or non-stock items are non-returnable.

11. Special-Order / Non-Returnable Goods

Special-Order and Non-Returnable Goods

Goods that are specially ordered, non-stock items, cut-length products, customised items, or Goods sourced specifically at the Buyer's request are non-returnable and non-refundable under all circumstances, unless the Seller agrees otherwise in writing. The Seller reserves the right to determine whether any Goods fall within this category. Where a return is accepted at the Seller's discretion, such Goods may be subject to a handling or re-stocking charge.

12. Governing Law

These Terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

13. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior communications.