

Terms & Conditions

1. DEFINITIONS

- 1.1 - 'Customer' means any person receiving or supplying goods or their agent.
- 1.2 - 'Goods' means any items supplied by Silverskies Ltd or received by Silverskies Ltd.
- 1.3 - 'Price' means either a quoted price or related to Silverskies Ltd Price List at the time.
- 1.4 - 'Client' alternative text for customer.

2. ORDER ACCEPTANCE

- 2.1 - All orders placed with Silverskies Ltd by the Customer shall constitute an Offer to Silverskies Ltd under these terms subject to the availability of the goods and the acceptance of the order by a Silverskies Ltd authorised representative.
- 2.2 - No amendment to these terms will be accepted unless confirmed in writing by Silverskies Ltd.
- 2.3 - These Terms prevail over the Customer's Terms of Purchase.

3. DESPATCH

- 3.1 - Any time quoted for despatch is to be treated as an estimate only and could be postponed because of conditions beyond Silverskies Ltd control. Silverskies Ltd can in no way be liable for any damages or penalty for such event.
- 3.2 - Risk shall pass to the customer at the time the product is despatched by Silverskies Ltd. Silverskies Ltd accepts no loss or liability caused by the carrier.

4. CANCELLATION OR RE-SCHEDULING

- 4.1 - Silverskies Ltd confirm that the customer will meet any costs incurred to the point of cancellation and have the right to charge ahead of any proposed re-scheduling those same costs.

5. PRICES

- 5.1 - Price lists and other promotional literature or material as issued by Silverskies Ltd from time to time are intended only as an indication as to price and product availability and therefore cannot be binding.
- 5.2 - All prices given are ex-works basis and the customer is liable for transport, packing and insurance.
- 5.3 - All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the customer and will be applied in accordance with UK legislation in force at the tax point date.
- 5.4 - If a product has been quoted by an authorised representative of Silverskies Ltd we insist that the client supplies a quote number, date, and name of the individual who quoted the job. If this is not forthcoming we reserve the right to amend prices to that of our Full List Price. Current prices of all products can be supplied on request.

6. PAYMENT TERMS

- 6.1 - Payment must be made within 30 days of the invoice date unless otherwise agreed in writing.
- 6.2 - Payment outside of 6.1 is subject to an interest charge of 4% above base rate charged from the invoice due date.
- 6.3 - Silverskies Ltd reserve the right to refuse credit on an ongoing basis to any customers failing to comply with 6.1.

7. SPECIFICATIONS OF PRODUCT

- 7.1 - When an approximate specification of a product is supplied and the advice of our staff is taken, no responsibility for the supply of the correct product will be ours.
- 7.2 - Any product supplied assumes the customer has made themselves aware of the suitability of that product and Silverskies Ltd will take no responsibility for the performance of that product.
- 7.3 - Silverskies Ltd will take no responsibility for any supplied product damaging a machine.
- 7.4 - Unsolicited orders via e-mail are not guaranteed to be progressed. Postal, faxed or telephone confirmation are required.
- 7.5 - Any informal offer of a discount on a one-off basis is not necessarily continued for further orders.
- 7.6 - Sales or return products for testing will be automatically charged and only credited on the return of that product.
- 7.7 - Products ordered at the same time may not arrive on the same delivery from the same source or at the same time.
- 7.8 - The exact formulation of supplied products may change from time to time. Silverskies Ltd take no responsibility for any issues with consistency of material as is it completely out of our control.
- 7.9 - Silverskies Ltd in no way guarantee the continuation of supply of any product.

8. WARRANTY

- 8.1 - If goods supplied by Silverskies Ltd should prove defective, such goods will be repaired or replaced provided that no unauthorised modification to the goods has taken place.
- 8.2 - Any claim to the goods supplied, by the customer, is and can only be limited to the value of the original goods themselves.
- 8.3 - Silverskies Ltd on supply of goods to the customer will not accept any claim of consequential losses to that customer or any subsequent customer.
- 8.4 - If any goods are rejected by the customer and Silverskies Ltd accept their return it will only be with clear written notification as to the reason for rejection by the customer. Under no circumstances will the invoiced goods be deducted or offset from the account until Silverskies Ltd has raised an accepting Credit Note in part or in full.

9. LIMIT OF LIABILITY

- 9.1 - Silverskies Ltd disclaims all liability to the Customer in connection with these Terms and Conditions including the Customers use of the product, and in no event shall Silverskies Ltd be liable to the customer for indirect or consequential damage.
- 9.2 - The Customer shall indemnify and defend Silverskies Ltd in respect of any claims by Third Parties which arise from any Silverskies Ltd performance or non-performance pursuant to the instructions of the customer.

10. CONTRACT

- 10.1 - The headings in this agreement are for ease of reference only and do not affect its interpretation or construction.
- 10.2 - The Customer has no rights to assign any of the benefits he has from this agreement.
- 10.3 - In the event of any one of these terms or part of it being judged illegal or unenforceable for any reason, the remainder of them shall not be prejudiced.
- 10.4 - Neither party shall be liable to the other for any delay or failure to perform its obligations herein (other than payment of money) due to force majeure, Act of God, fire, explosion, accident, industrial dispute or any other cause beyond its control.
- 10.5 - These Terms and Conditions shall be governed and construed in accordance with Scottish Law.