

Triple V Engineering Ltd

Terms & Conditions (Effective date 01/11/19)

1. Definitions

- a. “The Company” means Triple V Engineering Ltd
- b. “The Buyer” means the person or company by whom an order is given to the company.
- c. “The Goods” means the goods supplied by the company to the buyer.
- d. “The Services” means services carried out by the company in respect of the buyer.

2. General

- a. These conditions shall apply to all contract for sale of services and goods by the company to the exclusion of all other terms and conditions including any which the buyer purport to apply under any purchase order or similar document.
- b. No addition or variation to these conditions shall be effective unless agreed in writing by the company.
- c. The company shall not provide any goods and/or services without written confirmation from the buyer.
- d. Payment or part payment in the form of a deposit of any invoice shall be deemed conclusive evidence of the buyers acceptance of these terms and conditions.
- e. Nothing in these terms and conditions shall affect the statutory rights of any buyer.

3. Price and Payment Terms

- a. Price and payment terms shall be set out in quotes and invoices issued by the company. This may include a non-refundable deposit due before any commencement to supply goods and/or services.
- b. The company reserves the right by notice given at any time before delivery of goods or services to vary the price of such service and/or goods.
- c. All payments made by the buyer to the company are subject to VAT at the current rate.
- d. Interest at a rate of 3% per month will be charged on all amounts outstanding beyond that date shown on the invoice as the payment date and will accrue on a daily basis until the date of the actual payment.
- e. The Company reserves the right to cancel any supply of goods and/or services if payment becomes overdue.
- f. It is not the company’s policy to send out statements unless requested.
- g. The buyer may not deduct or withhold payment from an invoice that is not in dispute.

4. Title

- a. All goods remain the property of the company until paid for in full.
- b. The subject of all services provided remain the property of the company until paid for in full.
- c. The company reserves the right to take possession of goods which have not been paid for, whether or not the customer has entered liquidation or suffers a receiver to be appointed.
- d. The buyer shall not sell or purport to sell services or goods supplied by the company until title is passed to the buyer upon receipt of payment in full by the company.
- e. Unless otherwise stated by a separate agreement, the company reserves the right to use all aspects of goods and services provided, in particular but not limited to images for advertising and marketing purposes on and across all platforms.

5. Buyers Property

- a. During the process of the supply of goods or services it is possible that property of the buyer will reside on the company's premises, be within care of the company during transportation or shipped via third party couriers.
- b. It is the buyers responsibility to provide sufficient insurance against damage to or loss of that property. If no such policy is in place then the buyers property is left with the company at the buyers own risk.
- c. The company does not insure against loss of value of pertaining to originality, functionality, deterioration due to calendar life, economic or any other circumstances.
- d. Storage of the buyers property while being worked upon by the company shall be provided free of charge.
- e. Storage of the buyers property that is not being worked upon will be subject to a charge at a rate agreed in writing between the buyer and the company.

6. Warranty

- a. No warranty of any sort is offered by the company for goods or services.

7. Delivery

- a. Whilst the company will make every effort to ensure prompt delivery, late delivery will not be sufficient cause for cancellation nor shall it constitute a breach of contract.

8. Country of origin

- a. Some products sold by the company are imported from countries around the world. It is not possible to guarantee that packaging, nor the language will remain consistent.

9. Governing Law

- a. Any contract made between the company and the buyer shall in all respects be governed and construed in accordance with English Law.

10. Bespoke, New, Prototype or Development Products, Parts, Goods or Services.

- a. Bespoke, New, Prototype or Development Products, Parts, Goods or Services are by their very nature often unproven. As a consequence there is a risk of failure during both their active life and at any point afterwards.
 - b. While the company strives to provide the buyer with as safe and reliable goods and services as possible it is often limited by many factors such as but not limited to the original design and specification of any item it might work on. It may also be constrained by the buyer's wishes or terms.
 - c. The company therefore accepts no liability whatsoever in respect of the performance or reliability of any item, product, part or assembly it works upon or goods and service it provides. The use of any such item by the buyer or anybody it's made available to thereafter under any circumstances is carried out strictly at their own risk.
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