

General Sale of Goods Terms and Conditions 2011

Preamble

These General Conditions shall apply when the parties agree in writing or otherwise for the supply of goods. When the General Conditions apply to a specific contract, modifications of or deviations from them must be agreed in writing. The object(s) to be supplied under these General Conditions are referred to as the Product.

Wherever these General Conditions use the term in writing, this shall mean by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties.

Product information

1. All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.

Delivery. Passing of risk

2. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the contract.
3. If no trade term is specifically agreed, the delivery shall be Ex works (EXW).
4. If, in the case of delivery Ex works, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.
5. Partial shipments shall be permitted unless otherwise agreed.

Time for delivery. Delay

6. If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as the contract is entered into, all official formalities have been completed, any payments due at the formation of the contract have been made, any agreed securities have been given and any other preconditions have been fulfilled.
7. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser in writing as soon as possible, stating the reason, and, if possible, the time when delivery can be expected.

Payment

8. An invoice will be issued upon completion of the work. Payments shall be made within 30 days of the date of the invoice, unless otherwise stated.
9. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited.

10. Retention of title

11. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the applicable law.
12. The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product in the country concerned.

Allocation of liability for damage caused by the product

13. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser, or to products of which the Purchaser's products form a part.

Force majeure

14. Neither party shall be liable in damages or have the right to terminate the contract for any delay or default in performing if such delay or default is caused by conditions beyond its control including, but not limited to, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Anticipated non-performance

15. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall notify the other party in writing.

Consequential losses

16. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

Warranty period

17. Products supplied as "New" carry the manufacturer's warranty. Products that have been repaired or refurbished by Datastor are warranted against defects caused by workmanship or materials for a period of 90 days unless otherwise stated in the quotation or acknowledgment.
18. All warranty claims must be submitted in writing to Datastor prior to the expiration of the warranty period. No claims will be allowed without written permission.

Disputes and applicable law

19. All disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.
20. The contract shall be governed by English Law.