

TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (Goods) by the buyer (you or Customer) from Grange Square Engineering Ltd a company registered in England and Wales under number 08809788 whose registered office is at Halloughton Grange Lane, Whitacre Heath, Coleshill, Birmingham, B462HP (we or us or Supplier).
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Goods

7. The description of the Goods is determined by the latest revision of any technical drawings supplied by the Buyer or by the Supplier. Any changes to design, material, finish specification etc to be confirmed by both parties prior to purchase.
8. Any changes to the design, specification, material or any other changes to the Goods once a quotation has been accepted or a Purchase Order has been created are to be agreed upon by both parties before implementation

Price

9. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
10. The Price is exclusive of fees for packaging and transportation / delivery.
11. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and alteration

12. The quotation is valid for a period of 14 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
13. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

Payment

14. We will invoice you for the Goods either:

- a. on or at any time after delivery of the Goods; or
 - b. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.
15. The payment of the Invoice is due 30 days after the end of the month in which We send the invoice or otherwise according to any credit terms agreed between us.
 16. If you do not pay within the period set out above, we reserve the right to suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 2% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
 17. Time for payment will be of the essence of the Contract between us and you.
 18. All payments must be made in British Pounds unless otherwise agreed in writing between us.
 19. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
 20. All bank charges and international currency exchange rate tariffs are to be settled by the Buyer

Delivery

21. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
22. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
23. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 9 am to 5 pm.
24. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery.
25. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this.
26. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will always do our best to quote an accurate lead time and delivery schedule and wherever possible we will endeavor to meet or improve on this
27. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
28. We can deliver the Goods by installments, which will be invoiced and paid for separately. Each installment is a separate contract. Any delay in delivery or defect in an installment will not entitle you to cancel any other installment.

Warranty and Guarantee

29. No warranty or guarantee is offered with Goods unless explicitly stated otherwise by the Supplier

Inspection and acceptance of Goods

30. You must inspect the Goods on delivery or collection.
31. If you identify any damages or shortages or failure to meet specification, you must inform us in writing within 7 business days of delivery, providing details.
32. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
33. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
34. We will be under no liability or further obligation in relation to the Goods if:
 - a. if you fail to provide notice as set above; and/or
 - b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - d. the defect arises from normal wear and tear of the Goods; and/or
 - e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
35. You bear the risk and cost of returning the Goods.
36. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 8 days after delivery.

Risk and title

37. The risk in the Goods will pass to you on completion of delivery.
38. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
39. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

Termination

40. We can terminate the sale of Goods under the Contract where:
 - a. you commit a material breach of your obligations under these Terms and Conditions;
 - b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
 - c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any

documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

41. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
42. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
43. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
44. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you and shall be limited to the invoice valued (excluding VAT and/or carriage). In no circumstances shall We be liable for any financial or consequential loss suffered by the Buyer or any third party relating to any Goods supplied by Us.
45. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
 - f. Any failure of components or Goods as a result of design, material choice or any other factor specified by and agreed to by the Buyer.
 - g. Any injury caused to operators or any personnel using the supplied Goods either as standalone items or as part of an assembly, a machine or as multiple components.
46. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Data protection

47. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
48. The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions

49. The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
50. The Seller shall implement and maintain technical and organizational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can e-mail: miles@grangesquare.co.uk.

Circumstances beyond the control of either party

51. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

Law and jurisdiction

52. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.