

KADA COATINGS GENERAL CONDITIONS

1. This sale is subject to force majeure conditions and deliveries may be Suspended during the existence of any contingencies beyond the control of the Sellers or the buyer such as strikes, lock-outs, fire, flood, accident or Explosion, war, stoppage of transport or supplies or raw material and fuel, Breakdown in machinery, or any other conditions preventing manufacture or Delivery of the goods sold, and no liability for loss or damage due to non-Delivery or delay shall lie upon the seller or their agents. Any deliveries so Suspended shall be resumed, unless otherwise mutually agreed, as soon as the Restricting conditions have been lifted and the contract will proceed at the Same rate and manner of delivery.
2. Each delivery is to stand as a separate contract. The seller is not bound to tender deliveries. Any quantity not taken by the prescribed time may be invoiced to be paid for or cancelled at the sellers option, without prejudice to any other claim the seller may have.
3. DELIVERY. Every effort will be made to adhere to, or implement promises of delivery but such promises are always made by the seller subject to the intervention of circumstances beyond their control they do not accept any liability for losses due to non-delivery, or delay. They cannot undertake to secure delivery by any given date or at any given place by means of transport not under their own control.
4. QUALITY OF GOODS SUPPLIED. The sellers endeavour to secure the efficient quality of branded goods manufactured, produced or sold by them using material of tested and reliable quality and proved methods. This will be carried out by the employment of skilled personnel and careful supervision throughout all processes and despatch and by constant research. So long as their instructions are carried out, then Reasonable intelligence and conditions prevail in application and in the Absence of other arrangements in writing, they gladly replace any of their Branded goods found defective in use within one month of the date of supply. But it must be understand that any such action is one of grace and without Prejudice and they decline to entertain in any way whatever any responsibility Or claim for any loss, damage or expenses, consequential or otherwise, in Connection with the use of their materials. In no case do they accept goods for Credit that are returned to them without previous consent of the definite Arrangements, and to avoid misunderstanding they do not accept for return Goods that have been incorrectly mixed or partly used. Orders for special Material are only cancelled on the understanding that the material, labour And charges extended or incurred up to the time of cancellation are met by the Buyer and that any deviation from the original specification, finish or colours Agreed upon are to be charged and paid for as extras.
5. LIMIT OF LIABILITY
 - (a) Special orders. The company gives no warranty as to the fitness for their purpose or merchantability of any goods made in accordance with the buyers design or specification or where some element of non-standard Specification is introduced at the request of the buyer and all conditions And warranties whatsoever, whether express or implied by the statute Common law or usage or otherwise are hereby excluded save those which May be implied by virtue of sale of goods act 1979
 - (b) subject to sub-clause (A) hereof, all conditions and warranties whether express or implied by statute common law or usage or otherwise are hereby excluded save those which may be implied by the sale of goods act 1979.
 - (c) The company shall not be liable for any loss, claim or damage arising directly or indirectly be reason of any defect in the goods, whether such defects be latent or apparent and howsoever or by whomsoever such loss, claim or damage shall be caused or sustained.
 - (d) where the goods supplied are not of the company own manufacture, the company shall not be liable for any defects, whether such defects renders the goods unsellable or unfit for their purpose, save the company may assign to the buyer (as the cost of the buyer) the remedies, if any, which the company may have against its own supplier
6. PACKAGES. Returnable packages are credited according to their condition on being handed to sellers vehicles or on being received by the seller in a damaged conditions the onus on recovering loss or damage to them is laid upon the Buyer on whom the charges for carriage are due, and Sellers cannot be referred to any types of carriers to recover such loss although they will assist as far as possible in securing payment from the carriers.
7. PAYMENT OF ACCOUNTS. To avoid misunderstanding ,the seller would draw special attention to the term of payment, and to point out that each delivery Against a contract is deemed to be a separate contract, and that they claim the Option without notice of cancelling contracts in which the terms of payment are not reasonably adhered to, and of declining to deliver further goods without prior payment for firms or person whose accounts are in arrear or whose financial condition does not warrant further credit; in all cases without liability For any loss which may be caused thereby. Invoices and accounts are tendered on the understanding that errors and overcharges are exempt and that no deductions will be claimed or allowed after seven days from receipt of goods, when delivered by any type of carriers and in all cases that the absence of proper precautions by the buyer to examine and weigh or measure all goods in due time shall not absolve him from payment for the full quantities despatched and invoiced. Payments of accounts should not be made to any person without Production of authority in writing from the company secretary as only official receipts will be issued and recognised by us should any invoices become overdue for payment they will be passed to our Solicitors for collection.
8. HIRE. Any charge for the hire of plant, tackle and equipment of any kind does not include any undertaking on the seller part that such is safe and sound, the buyer is held responsible for replacement in case of damage or loss however so incurred.
9. TITLE. The property in the goods shall not pass to the buyer until the whole of the purchase price has been received by the company. The Company shall retain a lien over the goods until the whole of the purchase money has been received. In the case of non payment, bankruptcy or liquidation the company reserves the right to cancel the order or any part thereof still to be supplied and to retake possession of the goods without prejudice to any remedy for loss or damage occasioned. On any resale by the buyer any remedies it may have against the sub-buyer shall be assigned to the company and the buyer shall complete any documents or formalities in that connection at the request of the company.
10. PATENTS. The buyer shall indemnify the company against all damages penalties, cost, claims or liabilities arising from infringement of any letters, patent or patent application Trade Mark or registered design resulting from the execution of work be the company to the buyers specification on express or implied instructions received from the buyer.
11. This contract shall be construed according to the law of England and Wales and any disputes arising on it are to be submitted to arbitration in a court of law nominated by the seller