

- 1. FORMATION OF CONTRACTS**
Any order placed with Tecman Speciality Materials (hereafter called "The Company") whether verbally or in writing shall constitute full acceptance of these Terms and Conditions of Sale.
- 2. PRICING**
Pricing will be as detailed on our order acknowledgement. It is the buyer's responsibility to check all details contained on the order acknowledgement. Any discrepancies must be notified within 24 hours of receipt.
- 3. SAMPLES AND TESTING**
The Company reserves the right to charge for all samples and testing carried out on behalf of its customers. Any charges will be agreed in writing before The Company will proceed with production and supply of samples and or testing.
- 4. DELIVERY**
All goods will be despatched at the discretion of the company. Delivery times or means of transport specifically requested will be charged to the buyer in addition to our normal carriage rates unless an agreement is made in writing prior to despatch between the buyer and The Company which clearly states other terms. It is the buyer's responsibility to check the despatch dates and rates when placing an order. The Company shall not be responsible for late delivery due to conditions that are beyond the control of The Company. The Company shall not be responsible for any costs incurred directly or indirectly by the buyer resulting from late delivery. The risk of the goods shall pass to the buyer at the time and place of delivery.
- 5. PAYMENT TERMS**
All transactions are strictly payment with order except on approved credit terms. Interest will be charged on overdue accounts at 2% per month. The company reserves the right to close any account without prior notice and without being required to state any reason. All goods remain the property of The Company until paid for in full.
- 6. DISCREPANCIES**
Any discrepancies on deliveries and all relating paperwork must be reported within 3 working days of receipt.
- 7. INFORMATION AND RECOMMENDATIONS**
Any information or recommendations given by the company whether verbal or in writing should only be used as a guide. The buyer shall satisfy himself prior to ordering that the goods are suitable for the purpose for which the buyer requires them. The final selection of product for the given application is the buyer's responsibility. Neither The Company nor the Manufacturer will be liable for any loss or damage incurred directly or indirectly as a result of using product supplied by The Company.
- 8. BUYERS OWN MATERIAL**
Any buyer's material held at The Company premises for any purpose shall be entirely at the owner's risk. The Company shall be under no liability whatsoever for any loss or damage however caused to the buyers material.
- 9. QUANTITIES**
The company will endeavour to deliver the quantity of goods ordered by the buyer. The Company reserves the right to deliver a quantity that varies by up to 10% of the quantity ordered.
- 10. FAULTY GOODS**
Any goods supplied by The Company which proves to be defective must be returned within 14 days. The Company shall not be liable for any consequential damage incurred as a result of any goods supplied. Should any goods supplied by The Company prove to be defective the Company reserve the right at their sole discretion either to credit the value of the goods or replace the same. No further warranty other than that granted by law is applied to any sale.
- 11. RETURNED GOODS**
Subject to clause 10, any standard stock goods which the buyer wishes to return must be returned within 30 days of receipt and will be subject to a 20% handling charge. Bespoke manufacture goods cannot be returned unless subject to clause 10
- 12. TOOLING**
Job specific tooling will be charged to the customer unless a separate agreement is made otherwise with The Company. This charge is a contribution to the tooling cost and does not transfer ownership of tooling to the customer. The Company assumes full liability for repair, maintenance and ongoing replacement of tooling. If a separate agreement is put in place to transfer ownership of the tooling, the customer accepts full liability for repair, maintenance, ongoing replacement and insurance.

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