

Lincoln Binns Ltd. Terms and Conditions of Sale

Definitions

“Seller” means Lincoln Binns Ltd.

“Buyer” means the person or organization placing an order with the Seller

“Goods” means the goods (including part shipments) or services which are to be supplied by the Seller in accordance with these Terms and Conditions.

“Writing” includes facsimile, email and similar communications.

“Catalogue” means catalogue, website, datasheets and other storable or printable information supplied by the Seller.

Contract

A contract for the sale of Goods comes into being each time the Buyer places an order verbal or written which is accepted by the Seller. That contract incorporates these Terms and Conditions of Sale. The Buyer is deemed to accept these Terms and Conditions of Sale without reservations even if their Order Form contains pre-printed conditions.

Variation of these Terms and Conditions of Sale must be agreed in Writing by the Seller.

Payment

Payment is by cheque or credit transfer against a pro-forma invoice except where the Buyer has been granted a credit account by the Seller. Terms of the credit account are net monthly (payment due by the end of the month following the month of invoice). Ownership of Goods resides with the Seller until full payment is received for them. Late payment or non-payment may result in suspension of deliveries or cancellation of existing orders in addition to the usual remedies for breach of contract.

Catalogue

Both the Catalogue and the products therein are subject to continuous improvement. Whilst every effort is made to ensure that information in the Catalogue is correct, no responsibility can be taken for omissions or errors.

Liability and Defective Goods

Applications information whether verbal or in the Catalogue is provided without obligation. This is because both the execution of the advice and the specific details of the application are outside our control.

The purchaser shall determine that Goods, when supplied, are fit for the purpose intended. Liability for defective Goods is limited to the cost of replacement.

Apart from the foregoing, with the exception in respect of death or personal injury caused by the Seller’s negligence, no liability for damage or loss, consequential or otherwise, arising from the use of our products can be accepted (so far as is permissible by law).

In the event of Goods being deemed defective, the Buyer is expected to determine this within two weeks of delivery and in any event prior to their use. If Goods are found to be defective The Seller will at their option replace them or refund the purchase price.

The risk of loss or damage to the Goods shall pass to the Buyer on their receipt by the Buyer or their representative.

The Seller can accept no liability for Goods lost or damaged in transit unless the carrier’s consignment note is so marked.

Return of Goods

Goods may not be returned without prior consent. Goods returned as incorrectly ordered will be subject to a 15% handling charge, should we choose to accept their return.

Delivery

Delivery in the UK for the flat rate charge specified in the current price list is by 1st class post up to 750g and thereafter by 3 day carrier or Parcel Post at our discretion. Alternative methods of carriage will be charged at cost.

Time for delivery shall not be of the essence unless agreed by the Seller in Writing.

Copyrights and Patents

The Seller maintains full copyright on the Goods, the Catalogue and associated drawings. Reproduction of any part of them without consent is prohibited.

The Seller gives no guarantee that use of the Goods in the Buyers application does not infringe a third parties intellectual property rights.

General

No waiver by the Seller of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

This contract is governed by English law. The parties to this contract submit to the exclusive jurisdiction of English courts.