



Spartan Europe Terms and Conditions



Validity

A quotation shall be valid for 30 days only from the date of issue unless otherwise stated and provides no obligation until Spartan Europe accepts the Purchaser's Official Order.

Price

Prices do not include VAT.

Delivery

Delivery will be ex-works and goods will be packed to Spartan Europe's normal specification in non-returnable packaging by means at Spartan Europe's discretion. Special deliveries and or packaging will be charged at cost. Quoted delivery times are best estimates under the conditions prevailing at the time of the quotation, and commence from the time of Spartan Europe's receipt of the Purchaser's written Official Order. Provided Spartan Europe takes all reasonable steps to deliver goods in the time stated, Spartan Europe shall be under no liability for failure to do so.

Title and Risk

Ownership will pass to the Purchaser only on Spartan Europe's receipt of payment to the full invoiced price of the goods. Risk in the goods shall pass upon their leaving Spartan Europe's premises.

Acceptance of Order

All orders are subject to acceptance by Spartan Europe, and Spartan Europe reserves the right correct any and all errors in quoted prices, specifications, schedules, delivery dates and other matters. Spartan Europe reserves the right not to despatch goods ordered by telephone for released items until such time as a properly authorised written order has been received.

Description and Data

Goods will be supplied as described but where technical data or literature, or the goods themselves are not manufactured or originated by Spartan Europe, the goods will be supplied to the Purchaser in accordance with the manufacturer's current specification and finish. Spartan Europe shall make every effort to ensure the accuracy of technical data and literature relating to the goods, but Spartan Europe accepts no liability in contract or tort or otherwise, for any damage or injury arising directly or indirectly from any error or omission in any such technical data of literature.

Guarantee

Spartan Europe guarantees at its discretion to refund the price of goods or to replace or repair any of the goods found to its satisfaction to be defective within 12 months of the date of delivery owing to faulty design, materials, or workmanship, providing that the goods have not been modified, abused or tampered with and have been operated, used, stored and maintained within Spartan Europe's and the manufacturer's recommendations. Spartan Europe's liability shall in no circumstances extend beyond the liability to Spartan Europe of the manufacturer or supplier of goods. In particular, Spartan Europe will exert its best efforts to pass to the Purchaser, the manufacturer's guarantee or warranty.

Payment

Payment is due 30 days from date of invoice. Spartan Europe reserves the right to suspend deliveries where payment has not been made by the due date.

Health and Safety At Work Act 1974

Spartan Europe confirms that the goods supplied do not present a hazard to health and safety when properly used for the purpose for which they were designed, and their stated conditions of storage and use are correctly observed and complied with. It is the responsibility of the Purchaser to ensure that the goods are suitable for their intended use.

U.S. Export Control Regulations

Spartan Europe shall in no circumstance be liable under any claim whatsoever occasioned by any act or omission of the Purchaser in contravention of any regulation issued by the United States Government. It is the responsibility of the Purchaser to ensure that the approval of the relevant authorities is obtained regarding the export from the United Kingdom of any goods which may contravene or be restricted by such regulations.

Cancellations

Cancellations of orders will be permitted only by written agreement after negotiation with an authorised member of Spartan Europe staff. If agreement is reached concerning the cancellation of an order, Spartan Europe reserves the right to make a cancellation charge. Except under Guarantee in Clause 7 above, no returns are permitted without Spartan Europe's written consent. Goods shall be returned at the Purchaser's Expense.

Non-Delivery

Claims for non-delivery of goods invoiced must be made within 10 working days of date of invoice. Non-delivery of goods sent by courier must be made within 3 working days.

Patent Rights

The sale of goods and the publication of information relating thereto does not imply freedom from patent or other industrial property rights. The Purchaser undertakes to indemnify Spartan Europe from any and all claims and costs arising from the infringement or alleged infringement of such rights.

Force Majeure

Spartan Europe shall have no liability in respect of failure to meet any obligations due to any cause outside its reasonable control including, but not limited, to acts of God, fire, floods, war and civil disturbance or riots, acts of Government, currency restrictions, labour disputes, unavailability of materials or failure of supplier, carrier or subcontractor to deliver on time.

Liability

Save as provided in Clause 7 – Guarantee – above Spartan Europe shall not be under any liability in contract tort or otherwise, for any loss or damage suffered by the Purchaser whatsoever or howsoever caused, arising out of or in connection with the supply of goods or services by Spartan Europe. In no circumstances shall any act or omission of Spartan Europe's relating to the supply of goods or services or of failure to supply, give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever.

Law

Any question relating to any quotation or contract or other matter subject to these conditions, shall be determined by the laws of England.