

GENERAL

1. Any acceptance by KA (Kopak Automotive - the seller) of the buyers order is conditional upon acceptance by the buyer of these conditions which, unless otherwise agreed in writing, shall be the only conditions applicable to any contract entered into by KA for the sale of goods to the buyer. All other conditions, warranties, descriptions, and representations inconsistent therewith express, implied, statutory or otherwise are hereby excluded insofar as any statutory provisions, conditions or warranties shall be capable of being excluded.
2. Any quotation price list issued by KA is not an offer for sale but shall be merely an invitation to treat.

PRICES

1. Unless otherwise expressly agreed by KA in writing, prices quoted in any contract, order, price list or otherwise are subject to increase without notice in the event of there being, prior to delivery of the goods any rise in the market price of the goods or any increase in cost to KA of, or caused by, materials, fuel labour, transport, government or other duties or taxes.
2. Prices are exclusive of VAT or other tax, duty, tariff or charge, arising in the UK or elsewhere.

PAYMENT

1. For buyers with approved credit accounts payment of the net invoice amount shall be made so as to be received by KA on or before the last day of the calendar month following the month of invoice. The time of payment of the invoice shall be of the essence of the contract.
2. For buyers without approved credit accounts payment will be required before delivery or at the time of collection.

DELIVERY

1. Any dates quoted for the delivery of goods are approximate only and KA shall not be liable for any delay in the delivery of goods howsoever caused. Time for the delivery shall not be of the essence unless previously agreed in by KA in writing. KA will however, endeavour to ensure that delivery dates are kept. The goods may be delivered by KA in advance of the quoted delivery date upon giving reasonable notice to the buyer.
2. The goods may not be returned by the buyer to KA, for any reason, without prior written agreement of KA. The buyer shall be deemed to have accepted the goods twenty four hours after delivery to the buyer and after acceptance the buyer shall not be entitled to reject goods which are not in accordance with the contract for their purchase.
3. Where the goods are to be delivered in scheduled instalments, each delivery shall constitute a separate contract.

RISK

1. Risk of damage to or loss of goods shall pass to the buyer.
2. In the case of goods to be delivered at KA premises, at the time when KA notifies the buyer that the goods are available for collection or in the case of goods to be delivered otherwise than at KA premises, at the time of delivery or if the buyer wrongfully fails to take delivery of the goods, the time when KA has tendered delivery.

TITLE

1. Whether or not the risk in the goods shall have passed to the buyer, the property in the goods shall not pass to the buyer until payment has been made in full for the goods and for any other sum due by the buyer to KA on any other account whatsoever. Pending receipt by KA of such payments, the buyer shall hold the goods for KA as fiduciary bailee.
2. Payment shall not be treated as having been made until any cheque, bill of exchange or other instrument of payment given by the buyer has been met on presentation or otherwise honoured in accordance with its terms.
3. Until property in the goods passes, the buyer shall keep the goods free from any lien, charge or encumbrance and KA may at any time require the goods to be returned to it by the buyer. If such requirement is not met within seven days KA may retake possession of the goods and may enter any premises of the buyer or of any third party where the goods are stored for that purpose. Such return or retaking of possession shall be without prejudice to the obligation of the buyer to purchase the goods, the subject of the contract.
4. Until property in the goods passes the buyer shall so far as possible store the goods or ensure that any third party who may be in possession of the goods shall store the goods in such a way that they are identifiable as the property of KA and separate from all other goods in the possession of the buyer or such third party.
5. If the buyer has parted with possession of the goods by way of sale, whether or not the goods have been mixed with or incorporated into other goods, the buyer, having sold them as fiduciary bailee, shall hold in trust for KA so much of the proceeds of sale of the goods as represents the buyers liability to KA in respect of them.

CLAIMS

1. The buyer must accept full responsibility for the suitability of the goods ordered for the purpose to which they are put and in no circumstances must the goods be used directly or indirectly in or on aircraft or other aero-spatial craft or devices and the buyer hereby acknowledges that the goods may not be suitable for such use or application.
2. KA and the carrier must be notified in writing. (a) Within ten days of invoice date in the event of non-delivery. (b) Within three days of receipt of goods in case of damage or shortage.
3. KA shall be under no liability whatever to the buyer for any indirect loss and or expense (including loss of profit) suffered by the buyer arising out of a breach by the seller of this contract and in the event of any breach of this contract by the seller the remedies of the buyer shall be limited to damages and under no circumstances shall be the liability of the seller exceed the price of the goods.

NO ASSIGNMENT

The contract of which these conditions form part shall be personal to the buyer and shall not nor shall any rights under it be assigned by the buyer without written consent of KA.

INTELLECTUAL PROPERTY

The specification and design of the goods including copyright, design right or other intellectual property in them shall be as between the parties be the property of KA. Where any designs or specifications have been supplied by the buyer for manufacture by or to the order of the seller then the buyer warrants that the use of those designs or specification for the manufacturing processing assembly or supply of the goods shall not infringe the rights of any third party.

LAW

The law of England shall govern the formation, interpretation and enforcement of the contract.
sales@icor.be