

MIDWAY BOATS LIMITED

Barbridge Marina, Wardle, Nantwich, Cheshire CW5 6BE



Midway Boats Limited Registered Office: 31 Wellington Road, Nantwich, Cheshire, CW5 7ED
Registered in England No: 03482814

Terms and Conditions of Sale

Although every effort shall be made to ensure the accuracy of information on the web site, in literature and online store it must be considered as provisional and therefore only indicative. With products being sourced on the international market, specifications can change from time to time without the knowledge of Midway Boats Ltd.

Any products ordered through Midway Boats Ltd for supply under exclusive or other agency agreements as intermediary are subject to the terms and conditions of the principal to which the buyer should refer.

Where Midway Boats Ltd is the direct supplier of goods or services the following terms and conditions apply:

CONDITIONS OF SALE:

1. Definition

The words "the Company" and "Seller" refer to Midway Boats Ltd

The term "Buyer" refers to any party that has or by the actions or instructions, either in writing or verbally, of an employee, director, owner, individual or other representative placed an order with the Seller for the supply of goods or services.

2. General

(a) All quotations are made and all orders are accepted subject to the following conditions.

All other conditions whatsoever are excluded from the Contract or any variation thereof, unless expressly accepted by the Company in writing.

(b) Acceptance of delivery of the goods or services constitutes acceptance of these conditions.

(c) Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time without notice.

(d) Goods sold from stock are offered subject to the same being unsold upon receipt of the order.

3. Delivery

(a) Any date indicated or named by the Company for dispatch or delivery is given and intended as an estimate only and is not to be of the essence of the Contract. The buyer shall nevertheless be bound to accept the goods or services ordered whether available on or after the date stated. The Company shall not be liable in any way in respect of late dispatch or delivery however caused nor shall such failure to dispatch be deemed to be a breach of Contract. Where drawings, specifications, instructions and materials are to be supplied by the buyer, the buyer shall supply the same in reasonable time to enable the Seller to dispatch within the period named.

(b) The Company may, at its discretion, make instalment deliveries and each delivery shall constitute a separate order for the purpose of payment.

(c) Where then buyer has ordered goods or services that entail the seller undertaking research, analysis, construction, purchase from third parties or the allocation of staff time to the task or fulfilment of the order the buyer shall be liable for all such costs irrespective of the actual delivery point.

4. Damage or loss in transit

No claim for damage or corrosion in transit or shortage of delivery of goods will be entertained unless a separate notice in writing is given to the Company, and the carrier concerned, within three days of receipt of the goods followed by a complete claim in writing to the Company within five days of receipt of the goods.

5. Non-delivery

No claim for loss or non-delivery of goods will be entertained unless a claim in writing is received by the Company within seven days of the invoice date or due delivery of the goods whichever is the later.

6. Storage

The Company reserves the right to charge for storage and/or any other costs incurred in the event of deferment or delay in delivery at the request and/or action of the buyer.

7. Prices

The Company reserves the right to increase any prices agreed between the Company and the buyer in accordance with market conditions and the Company's prices for similar goods ruling at the date of dispatch and the buyer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labour, materials, transport, currency exchange rate and any other costs between quotation and dispatch.

8. V.A.T.

Value Added Tax will be charged at the rate applicable at the date of dispatch. Unless otherwise stated the quoted price does not include Value Added Tax.

9. Packaging and Carriage

Will be charged at cost and shall be paid for by the customer in addition to the price payable for the goods unless agreed beforehand between the Company and the customer.

10. Terms of payment

Payment will normally be made prior to delivery of the goods or services. Where credit is agreed the terms of payment are strictly net 30 days; that is payment on or before the expiry of 30 days following delivery or date of the invoice whichever is the later. The Company shall have the right in its absolute discretion following non-observance of the above payment terms to terminate without notice any agreement to supply to any party or to refuse or limit the amount of credit to be given to any party. Goods sold for export are subject to Pro-forma invoicing.

Where payment is not received by the company on or before the due date interest shall, at the discretion of the Company, be charged at the greater of 1.5% per month or part thereof or the Bank of England Base Rate plus 8% p.a. plus in addition to the interest percentage a £10 per month administrative charge.

11. Defective or damaged goods

No claim against the Company for goods or services represented by the buyer to be defective, from whatever cause, or not to conform to the Contract can be entertained, and the Company shall incur no liability in respect thereof unless received by the Company in writing within twenty-eight days after the date of dispatch and the defective goods or goods failing to conform to Contract are returned to the Company within the said twenty-eight days.

12. Limit of liability

In the event of any claim against the Company in respect of any matter whatsoever the Company's liability (if any) shall be limited to the replacement of goods sold in respect of which the liability arises if required and practicable or the buyer shall be given a credit for the invoiced value of the order in respect of which the liability arises. Under no circumstances whatsoever shall the Company be liable for any consequential loss or damage or any personal injury or damage or loss of any property other than stated herein howsoever and whatsoever arising. Any express or implied conditions, statement or warranty, statutory or otherwise, are hereby excluded save where such exclusions are invalidated by statute. No claim by the buyer shall be accepted as a reason for cancellation of the remainder of the order.

13. Right to inspect

In the event of the buyer making a claim against the Company for any reason whatsoever the goods in respect of which any such claim is made shall be preserved intact where delivered for a period of fourteen days from the notification of the claim to the Company within which time the Company shall have the right to attend or have its nominated representative attend at the place where the goods were delivered to investigate the complaint. No claim by the buyer will be accepted unless this condition is strictly complied with.

14. Design changes

The Company reserves the right to effect design changes as technical developments may require without prior notice.

15. Specifications provided by buyer

The buyer shall indemnify the Company against any and all liability arising through execution by the Company of any order placed by the buyer in accordance with the buyer's specifications where such execution infringes any patent trademark or registered design not owned by the Company or the buyer.

16. Risk, property and insurance

(a) Goods supplied by the Company shall be at the buyer's risk immediately on delivery to the buyer or into custody on the buyer's behalf (whichever is the sooner) the buyer should therefore arrange insurance accordingly unless the Company has specifically agreed in writing to arrange insurance of the goods.

(b) That Property in the goods supplied by the Company will pass to the buyer when

(1) the goods are the subject of the Contract in question and

(2) all other goods the subject of any contract between the Company and the buyer which have been delivered to the buyer (prior to the payment in full for the goods the subject of the contract in question) have been paid for in full.

17. General Lien

In addition to any right by lien which the Company may have by law be entitled to the Company shall (in the event of the buyers insolvency) be entitled to a general lien on all goods of the buyer in the Company's possession although such goods or some of them have been paid for (in respect of the unpaid price of any other goods sold/delivered to the buyer by the Company under the same or any other contract).

18. Modifications

The Company reserves the right to effect minor modifications to the specification of the Company's products (with or without prior notice) provided such modifications do not in the Company's opinion affect the quality and function of the goods.

19. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether the war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, the Company shall be relieved of the liabilities incurred under any contract whatever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or any statute, rules, regulations, orders or requisitions issued by any Government Department, Council or other duly constituted authority or from strikes, the lockouts, breakdown of plant or any other causes (whether or not of a like nature) beyond the Company's control.

20. Law of contract and jurisdiction

All contracts for the supply of goods by the Company shall be governed by the Law of England and be within the exclusive jurisdiction of the English Courts.