

Terms & Conditions

1. Definitions

- a) Knight Engineers Ltd and subsidiary companies as defined in sections 736 and 737a of the Companies Act 1985 and shall include its assessors and assigns.
- b) Customer means a person, firm or company to whom Knight Engineers Ltd supplies services and/or products (as hereinafter defined) and shall include the customer's legal personal representative's successors and assigns.
- c) Contract shall mean any agreement between Knight Engineers Ltd and the customer for the supply for products and/or services.
- d) Products means products or parts thereof to be supplied but not necessarily manufactured by Knight Engineers Ltd to a customers and may include but shall not be limited to electrical / electronic products, consumables and documentation, refrigeration and air conditioning products.
- e) Contract Price shall mean the sum so named in the contract and is ex-works exclusive of VAT and other taxes and delivery costs which are payable in addition at the rate applicable at the date of invoice.
- f) Date of Handover means the date upon which the customer is required to sign the certificate if handover referred in paragraph 8 (b) hereof or the date of supply of product where the contract is for the supply of product only.

2. Contract

- a) Any quotation submitted by Knight Engineers Ltd to the customer shall constitute an offer and shall remain open for acceptance in the manner prescribed for a period of 30 days from the quotation date.
- b) Any contract between Knight Engineers Ltd and the customer shall incorporate and be subject to these general terms and conditions, other terms and conditions shall be void and of no effect.
- c) Any representation or warranty either written or oral made or given prior to the contract is hereby expressly excluded and any amendment to these general terms and conditions shall not apply unless it is agreed in writing by Knight Engineers Ltd.
- d) If any provision hereof shall be held by a court of competent jurisdiction to be invalid or void ab initio such provision shall be struck out and the remainder hereof shall stand in full force of effect.

3. Liability

a) Subject to the specific warranty provisions herein contained Knight Engineers Ltd liability for any claims of incidental injury, loss or damage made by the customer arising out of or in connection with any defects in the products or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the contract or a fundamental term thereof) of Knight Engineers Ltd its servants or agents in the performance of the contract shall be limited to the invoiced value of the contract.

b) Knight Engineers Ltd shall not at any event be liable for any consequential loss or damage howsoever caused.

4. Confidentiality

a) Knight Engineers Ltd and the customer shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing from any other party.

b) The property and copyright in all documents, drawings / plans, illustrations, photographs and other printed matter submitted to the customer shall remain with Knight Engineers Ltd and none of these items shall be disclosed to a third party without Knight Engineers Ltd written consent.

c) The customer shall not acquire directly or indirectly by virtue of any contract and industrial, intellectual or other property rights of Knight Engineers Ltd pertaining to the products and any present shall become or remain the sole and exclusive property of Knight Engineers Ltd.

5. Payment

a) The contract price shall be invoiced as follows (i) where the contract is for products only, on delivery to the premises (ii) where the contract is for Knight Engineers Ltd installed system involving Knight Engineers Ltd project engineering unless otherwise specified in writing 20% on delivery of the product specification, 70% on delivery of the products to the premises and 10% on the date of handover. Or three months after delivery of products to the premises if handover is delayed beyond that time due to any circumstances beyond the control of Knight Engineers Ltd.

b) Payment of invoices shall be made within 30days of invoice date. Knight Engineers Ltd shall have the right to charge interest from the invoice's date on overdue invoice's without further notice at a rate of 4% over the base rate of National Westminster PLC bank for the time being.

6. Title and Risk

a) Risk in the product shall pass to the customer on delivery to the premises.

b) Property in the product shall not pass to the customer until paid for in full. If never the less the customer sells the product or sells the item into which the products have been incorporated before the products have been paid for in full he shall hold the proceeds of sale in trust for Knight Engineers Ltd and Knight Engineers Ltd shall be entitled to trace the products into such items or the proceeds of the sale.

c) Notwithstanding clause (b), above the customer hereby acknowledges that the supply of a product includes a personal non-transferable and non-exclusive license to use any incorporated software and that such license specifically excludes using such software otherwise then in connection with the product premises.

d) In the event of default in payment by the customer or the customer entering into liquidation or being made bankrupt or having a winding up order made against it or having a receiver appointed, Knight Engineers Ltd shall without prejudice to any other remedies it may have under the contract. (i) Terminate the contract forth with by notice in writing to the customer, liquidator or any other proper person as appropriate. (ii) Enter the premises and recover any or all products in respect of which full payment of the contract has not been made and the customer, liquidator and any other proper person shall afford Knight Engineers Ltd free access thereto and all such facilities as may be necessary to enable Knight Engineers Ltd to do so.

7. Delivery and Installation

a) Knight Engineers Ltd will use its best endeavours to comply with any date or dates agreed for delivery and/or installation of the product and the provision of services but such date or dates shall only be statements of expectations and in no way binding to Knight Engineers Ltd and accordingly time of delivery and installation shall not be essence of the contract.

b) Delay in delivery of and/or installation of the product or services shall not entitle the customer rescind or repudiate the contract or to claim any damages or compensation, but if such delay arises as a result of any circumstances as envisaged under clause 13 of hereof and lasts for a period of 6 months either party may be written for the other forthwith terminate the contract on the following terms (i) The customer shall pay Knight Engineers Ltd for any services supplied (ii) The customer shall pay Knight Engineers Ltd for all the work done and materials used.

c) The customer shall not be entitled to delay delivery or the provision of services under any circumstances and if the contract does not specify any date for delivery the customer shall accept delivery when the product is available for delivery.

8. Inspection Testing and Handover

- a) Knight Engineers Ltd shall complete all agreed inspection and testing of the product prior to dispatch or at the premises as required by the contract.
- b) When the product has been delivered and installed in accordance with the contract and has passed all agreed inspection and testing required under the contract it will be handed over to the customer who will be required to sign Knight Engineers Ltd standard certificate of handover.

9. Warranty

- a) The warranty period shall be 12 months from (i) the date of handover in respect of Knight Engineers Ltd manufactured products (ii) the date of delivery to the premises in respect of any products supplied but not manufactured by Knight Engineers Ltd.
- b) During the warranty period Knight Engineers Ltd will use its best endeavours to keep the product operating including repair or replacement (at Knight Engineers Ltd Option) of any defective products at no cost to the customer.
- c) Knight Engineers Ltd warrants to the customer that it will use its best endeavours to procure the manufacturers of the various parts of the product to pass on the benefit of the warranties (if any) given by those manufacturers for the customers benefit.
- d) The warranty shall be inoperative in the event of (i) failure of the customer to maintain a suitable operating environment (ii) use of products for purposes other than those for which they are originally designed without prior approval (iii) accidental damage or neglect (iv) failure of the customer to follow operating procedures laid down by Knight Engineers Ltd (v) any alterations or additions to the product or relocation of any part of the product without Knight Engineers Ltd prior approval.

10. Customer Obligations

- a) It shall be the sole responsibility of the customer to provide and maintain at all times adequate environmental and operational conditions for the product. Any additional costs incurred by Knight Engineers Ltd due to the customer's failure to suitability to prepare or maintain the premises to provide Knight Engineers Ltd with all facilities reasonably required by it to perform its obligations under the contract shall be borne by the customer.

11. Termination

- a) Either party shall have the right to terminate the contract if the other party is in material breach of the contract and does not rectify this breach within 30 days in receipt of notification thereof in writing.
- b) Such termination shall in all cases be without prejudice to the existing rights and obligations of both parties.

12. Assignment

- a) The customer shall not be entitled to assign the contract to any party thereof.

13. Force Majeure

- a) Neither party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond the party's reasonable control including but not limited to trade disputes breakdown of plant delay by suppliers, fire, theft, riot, war prohibition of export or import or act of god.

14. Notice

- a) Any notice to be given here under shall be in writing and shall be delivered or sent by post or facsimile to the relevant party at its registered or principal office (or such other address as shall have been notified to the other party) and shall be deemed to have been given in the case of a notice which has been delivered by hand when it is deposited at the appropriate address. In the case of a notice being sent out in the post 48 hours after the date on which a first class registered letter including such notice is posted and in the case of notice being sent by facsimile when it is deposited and the appropriate activity report confirms receipt.

15. Law

- a) These general terms and conditions and each and every contract made pursuant thereto shall be construed and interpreted in accordance with the laws of England.