



OWL CASTINGS

Terms and Conditions of Sale

All orders are accepted subject to our standard terms and conditions as follows:

1. Owl Castings Conditions Apply

Unless otherwise specifically agreed in writing by Owl Castings (OC), these terms and conditions shall apply to all quotations and contracts for the supply of goods or services by OC and shall at all times override any conflicting terms and conditions which the purchaser may seek to impose.

2. Payment Terms:

For account customers, 30 days net, unless otherwise stated on quotation, e.g. 50% deposit, 50% on commissioning.
For non-account customers, 100% upfront payment on any castings/works commissioned, unless otherwise stated on quotation

3. Retention of Title

Risk in goods supplied passes to the purchaser on delivery but legal title in such goods shall not pass to the purchaser until the price of the goods has been paid in full. If the purchaser shall be in default of the terms of payment or shall become insolvent or (being a company) have a liquidator or administrative receiver appointed, then OC shall be entitled, at any time before title has passed, without liability to enter the premises of the customer and re-possess the goods.

4. Delivery

OC shall make every endeavour to adhere to quoted delivery dates but such dates are an estimate only and cannot be guaranteed. OC shall not be liable for any damage, loss (including consequential loss) or expense resulting from failure to supply or delay in delivery.

5. Cancellation

Cancellation or part cancellation of an order can only be accepted after prior negotiation and agreement as to terms which will indemnify OC against any expense or loss incurred.

6. Warranty

Goods supplied shall substantially conform to the specification thereof current at the time of manufacture, varied if applicable by drawings or modifications agreed between OC and the purchase at the time of contract. OC warrants that goods of their own manufacture will be free from defects in materials workmanship or design for a period of 1 month from date of production (labour charges payable after a period of 3 months). OC makes no warranty as to fitness for any particular purpose. Any warranty claims that arise due to miss-use (as deemed by OC) would be deemed invalid and therefore chargeable.

7. Liability

OC shall not be liable for any loss (including consequential loss) or damage sustained or incurred by the customer or any third party (including death or personal injury) resulting from any breakdown of our fault in any product supplied, unless such breakdown or fault is caused by the negligence or wilful misconduct of OC, its employees, agents or sub-contractors, in which event OC's liability shall be limited to the invoice value of the goods.

8. Law & Jurisdiction

All contracts shall be governed by and interpreted in accordance with the laws of England and the customer submits to the exclusive jurisdiction of the English Courts.

9. Data Protection Act 1998

We may transfer information about you to our bankers/financiers for the purposes of providing services for the following purposes:- Obtaining credit insurance; Making credit reference agency searches; Credit control; Assessment and analysis (including credit scoring, product and statistical analysis); Securitisation; Protecting our interests. We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.