

Terms and conditions of sale

1. Definitions

"The seller" shall mean Brophy Castings.

"The buyer" shall mean the person or company placing the order.

"Goods" shall mean items specified in a quotation or items and service stated on a order.

2. Quotations

Quotations are subject to confirmation on receipt of order.

3. Cost Variation

Quotations are based on current metal prices and are subject to amendment on 7 days written notice on or after acceptance.

4. Terms

(a) Net cash 30 days from date of delivery.

(b) An order once placed cannot be cancelled except by mutual agreement and then only on terms which would fully indemnify the seller.

5. Delivery

(a) Where orders provide for a single delivery goods shall be delivered and accepted as soon as ready.

(b) All claims to made within 7 days of delivery.

6. Limitation of Seller's Liability

Any express or implied statement, condition or warranty, statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith.

7. Indemnity

The seller shall not be liable for and the buyer shall indemnify and hold the seller harmless against all claims for infringement of the patents, trade marks, trade names, copyright, registered designs, or other property rights arising directly or indirectly in connection with the goods or for any claims arising from the buyers specification or from the buyers instructions the seller whether expressed or implied.

8. Acceptance

By acceptance of an order the buyer agrees that his own conditions (if any) shall not apply to its contract with the seller.

9. Transfer of Title

(a) The property in the goods shall remain in the seller until such time as the seller has been paid in full for the goods and until all other outstanding accounts due from the buyer to the seller have been paid in full.

(b) sub clause (a) above shall apply (i) where goods are in shortage or (ii) where goods have been used in conjunction with other components whether in the buyers property or that of a third party.

10. the Goods

(a) The quantity and description of the Goods shall be as set out on the order and in accordance with any specifications, plan, patterns, drawings, samples and/or information provided by the buyer to the seller

(b) The seller may make no changes in the specification of the Goods without the prior written consent of the buyer

(c) The seller warrants that the Goods shall be of merchantable quality and fit for the purpose for which the Goods or any of them are produced

11. Buyers Property Rights

(a) All specifications, plans, drawings, dies, and/or information provided by the buyer to the seller shall remain the exclusive property of the buyer and shall not be disclosed by the seller to any third party without the buyers prior written consent

(b) The seller shall not use the buyers property refer to above nor allow it to be used for any purpose other than the supply of Goods in accordance with this contract without the prior written consent of the buyer.

12. Insurance

It is the buyers responsibility to ensure that all dies held by the seller are sufficiently insured for replacement value due to any unforeseen damage, fire, theft or acts of god that might happen.