Trench Limited
"The Company"

General
These conditions shall be incorporated in any contract for the sale of goods by the Company to a customer ("Purchaser") and therefore replace any previous Conditions of Sale. Any variation of these Conditions shall only have effect if made in writing and signed by a director of the Company. The Purchaser's standard terms and conditions (if any) shall only be binding in so far as they are not at variance with these Conditions in all other circumstances the terms of these Conditions shall prevail.

Acceptance
A binding contract for sale and purchase of goods shall come into being on the Company's acceptance of the Purchaser's order and unless otherwise provided in writing, quotations shall be invitations to treat and not offers capable of acceptance.

Bankruptcy or insolvency of purchaser
If the Purchaser shall become bankrupt or insolvent or compound with creditors or proceedings are commenced for liquidation of the Purchaser (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed or if proceedings are commenced for the appointment of an administrator in respect of the Purchaser the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

Cancellation of Orders
Orders once placed cannot be cancelled without written confirmation from the Company that this is acceptable. The Company are unable to accept cancellation requests for Bespoke items. The Company also reserve the right to refuse cancellation requests for orders where material has already been sourced.

Should delivery be refused for orders that the Purchaser has requested to cancel but the Company has refused cancellation said goods will be returned to the Company premises and stored for 7 days only. After this time, they will be disposed of without any further communication and no Credit will be issued. Should re-delivery be required this is at the full expense of the Purchaser.

Damage to goods
All claims for damage to goods reasonably apparent on inspection and for shortage must be notified in writing to the Company within **3 days** of receipt of goods by the Purchaser.

Defects/Warranty

We aim to provide quality products; however, **no warranty, express or implied, is provided** unless explicitly stated in writing.

The buyer accepts all responsibility for use, application, and maintenance of the goods. **We are not liable for any consequential loss or damages.**

Goods are sold on the basis that the company will make good free of charge by repair, or at its discretion by replacement, defects in goods arising solely from faulty workmanship and notified to the company within **10 days** of delivery to the purchaser. The obligations of the Company under this condition shall be subject to the goods being maintained used and operated properly and carefully and in accordance with the Company's and the Manufacturers recommendations and instructions. No repair, replacement or modification of the goods should be made or attempted without the Company's express permission.

Defect goods shall be returned to the Company at the Purchaser's expense. The Company's must be given notice in writing immediately once the Purchaser becomes aware of any defect in the goods. It being understood by the Purchaser that any repair work undertaken does not extend the warranty period. In any case in which personal injury or death is proved to have resulted from failure by the Company to exercise skill or take reasonable care in the performance of it's obligation hereunder the responsibility of the Company in respect of or consequent upon any such defect or any such remedial work or any replacement consequent thereon whether in respect of the goods as originally delivered the remedial work or the replacement hereunder is limited to remedial work on the replacement of the goods to the Company's choice and does not extend to any other expenditure incurred by the Purchaser or to any loss suffered by the Purchaser howsoever arising and the responsibility of the Company therefore ends within the period specified hereof both in relation to the goods and any remedial work and replacement.

The Purchaser accepts that the provisions represent the entire responsibility and liability of the Company to the Purchaser in respect of and are expressly in lieu of and exclude all other guarantees terms conditions warranties obligations representations and liabilities whatsoever and howsoever arising whether express or implied statutory or otherwise which exist but for this condition.
Delivery

Delivery dates are given in good faith but these are estimates only and do not form part of any Contract. The Company accepts no responsibility for any damage caused whatsoever consequential or otherwise howsoever caused arising directly or indirectly from any circumstances whatsoever beyond the control of the Company or it's suppliers and in such an event the time for delivery of the goods shall be extended by such period as may reasonably be necessary for performance of the Contract. The Purchaser will accept goods when and where delivered by the Company.

The Purchaser will be responsible for any additional delivery costs incurred by the Company in respect of any request by the Purchaser to the Company to deliver elsewhere. In the event of delivery of goods by the Company to an address nominated by the Purchaser the goods are deemed delivered once received at that address. In the event of collection of goods by or on behalf of the Purchaser from the Company's premises the goods are deemed delivered at time of collection. The Company will not accept any responsibility for any damage occurring after such delivery howsoever caused. The cost of delivery of the goods will be borne by the Purchaser. The Company will be entitled to charge for delivery and will notify the Purchaser of the cost of delivery upon acceptance by the Company of the Purchaser's order.

Delivery Shortages/Discrepancies/Damages

Any Shortage/Discrepancy/Damage must be reported to the Company in writing within 3 days of receipt of delivery.

The Company accepts no responsibility for Consequential Loss as a result of delivery shortages/discrepancies/damages/late deliveries but will of course seek to rectify the error swiftly and efficiently.

Discrepancies
See Notification Period Section for all discrepancies

Export
Separate conditions of sale apply.

Accordingly, the purchaser agrees not to:

Export or re-export the goods to a country which is prohibited or subject to any restrictions, without having obtained all necessary authorisations from all relevant authorities.

The Purchaser is responsible for obtaining all authorisations or licenses as required by export regulations and guarantees to hold the Company not liable in regard to any recourse pertaining thereto. The Company may suspend its obligations and the Purchaser's rights until such time as the authorisations and guarantees have been granted or for the period of such restrictions or prohibitions. In all events the Company shall be able to cancel the Order without thereby giving rise to any liability whatsoever with regard to the Purchaser or end-user.

Force majeure
Neither party shall be liable to the other for any failure or delay in the performance of any obligation hereunder due to causes beyond their reasonable control, including but not limited to acts of God, strikes, lockouts, trade disputes, breakdown of plant, accidents, natural disasters, pandemics (such as Covid 19), War, governmental restrictions or any other cause whatsoever beyond the control of the Company or the Purchaser respectively

Law
These conditions and the contract for the sale of goods to the Purchaser shall be construed and interpreted in accordance with the law of England and enforced in the Courts of England.

Notification Periods – all discrepancies

Pricing Errors	**(Must be reported within 14 days of receipt of invoice)**
Delivery Shortages	**(Must be reported in writing within 3 days of receipt of goods)**
Faulty Goods	**(Must be reported in writing within 10 days of receipt of goods)**
Damaged Goods	**(Must be reported in writing within 3 days of receipt of goods)**
Incorrect Good Supplied	**(Must be reported in writing within 3 days of receipt of goods)**

Packaging Materials

The price for the goods includes the cost of packaging and the Company reserve to its absolute discretion the materials, means and methods of this packaging and reserves the right to amend accordingly without notification to the Purchaser.

Patents and registered designs

Many of the products shown or described in the Companies portfolio are covered by British and Foreign Patents. It is not feasible to mark each component or product with appropriate patent numbers, but any relevant and reasonable enquiries will be dealt with on application.

Payment

Unless otherwise agreed in writing payment of the full price of the goods without any withholding or deduction together with Value Added Tax and other charges payable under the contract shall be made by the Purchaser to the Company not later than 30 days following the month of invoice. In the event of delivery by instalments the Company may invoice each instalment separately and the Purchaser shall pay each invoice in accordance with these conditions.

Where the Purchaser has a purchase rebate agreement with the Company, the Company reserve the right to deduct from any rebate payment due to the Purchaser, any settlement discount incorrectly taken on payments made outside of the agreed credit terms.

In the event that monies due from the Purchaser to the Company are not paid by the last date for payment pursuant to the immediately preceding sub-clause hereof the Company is entitled to charge interest at a rate per annum equal to 4% above the current Bank of England base rate for the period from the last date for payment as aforesaid to the date of actual payment.

Additionally, and without prejudice the Company shall be entitled to recover all direct expenses reasonably incurred by the Company in collecting or attempting to collect monies outstanding.

If the purchaser fails to make any payment when due in accordance with these General Conditions the Company reserve the right in its absolute discretion and without prejudice to any of its other rights or remedies to suspend all further deliveries until such payment has been made in full together with any other amounts owing to the Company whether the due date for payment has been reached or not, if so requested by the Company or, at the Company's option, to cancel the balance of the order. In either case the Company shall hold the Purchaser liable for costs incurred in respect of goods in course of manufacture or ready for despatch.

Payment Disputes & Debit Notes

The Purchaser shall operate a Debit Note system and apply this in accordance with the Company's disputes procedure. Debit Notes shall include the Company's relevant invoice details and be provided in writing to the Company the day they are raised and shall be considered as dated the day they are received by the Company.

All Debit Notes should be sent in the first instance to salesledger@trenchltd.com.

Debit notes shall only be raised for the value of the dispute not the whole invoice.

Debit notes may only be raised for the following reasons:

Pricing Errors	(Must be reported within 14 days of receipt of invoice)
Delivery Shortages	(Must be reported in writing within 3 days of receipt of goods)
Faulty Goods	(Must be reported in writing within 10 days of receipt of goods)
Damaged Goods	(Must be reported in writing within 3 days of receipt of goods)
Incorrect Good Supplied	(Must be reported in writing within 3 days of receipt of goods)

Prices

(1) Price payable for goods shall, unless stated by the Company in writing, be the agreed written pricing structure with the Purchaser at the time of despatch. Any delivery by instalment order received unless agreed in writing by the Company shall be priced according to the aforementioned agreed pricing structure at the date of despatch.
(2) All prices are exclusive of Value Added Tax this will be charged at the applicable rate.
(3) All invoiced price discrepancies must be notified in writing by the Purchaser to the Company within 14 days of receipt of invoice.
(4) The Company does not assume liability in any form for any changes in the Purchaser's valuation of its inventories subsequent to either a price increase or decrease of its product ranges.

Quotations

A quotation for goods given by the Company shall not constitute an offer. All quotations are valid for the period clearly stated on the written quotation, unless it is withdrawn by the Company within such period. If no period is stated, the quotation is only valid for 30 days. A revised written quotation will be required for any amendments to the original quotation issued. For quotations issued on or around a price increase the Company reserves the right to review the validity period. The Company accept no responsibility for any misinterpretation/quantification/specification/design/quantity deviation they must be checked by the Purchaser.

Returns

Under no circumstances will goods be accepted for return without the Purchaser having first applied for and obtained the written consent from the Company which will contain a Returns Note Number.

A standard minimum Handling Charge of 35% of the value of the goods is chargeable to recover costs of inspection, re-stocking & administration on all returns. This Handling Charge will be deducted from any Credit allowed by the Company.

The Company reserve the right to refuse requests for any return.

The Company reserve the right to increase the minimum standard Handling Charge.

The Company is unable to consider any return request for goods that have been delivered to a site address.

Return of any non-stocked & non-standard articles are not permitted.

Agreed Return Numbers are valid for 30 days from the date of issue only. Any Agreed Returns not returned in this timeframe become invalid and the returned items will be deemed as Not Authorised – see procedure below.

Debit Notes for the return of goods should not be raised until the goods are returned. If unauthorised Debit Notes are received the Company reserves the right to withdraw supply of goods until the debit note is withdrawn and the monies are paid in full.

The Company will not collect requested returns it is the Purchaser's responsibility to arrange and cover all costs of returns.

Any Goods returned via any method that are Not Authorised will not be Credited. The Purchaser will be notified and if non-authorised returned goods are not collected within the written timeframe given by the Company (7 days maximum unless written agreement is obtained for a longer period) the goods will be disposed of without any further notification to the purchaser and no credit will be raised.

All goods returned must be in a1 resaleable condition, in original packaging and complete box quantities where applicable. The Company reserve the right to establish the condition of the returns upon inspection.

No credit will be raised for goods lost/disposed of without the Company's written consent.

Specification
Drawings photographs specifications and other descriptive matter supplied represent generally the goods specified but shall not be taken as forming part of the contract. The right to change the design or specification of goods the subject of a contract without prior notice is reserved to the Company where such changes do not adversely affect their performance dates of delivery or prices.

Title to Goods
Title to goods shall pass to the Purchaser only when the price therefore has been paid in full. In the event that goods are resold before payment is made in full the Company shall be entitled to the proceeds thereof which shall be held in trust for the Company by the Purchaser. The Company shall have the right to gain access to any premises of the Purchaser to recover any goods which have not been paid for after payment has become due and payable. Goods shall be at the risk of the Company until delivery to the Purchaser and thereafter shall be at the risk of the Purchaser.

Health and Safety at work etc. act 1974.
Statement to purchasers and prospective purchasers:

1 Section 6 of this act provides that designers, manufacturers, importers or suppliers of any article for use at work have a duty to ensure as far as is reasonably practicable that the article is designed and constructed to be safe and without risk to health at all times when being set, used, cleaned or maintained by any person at work and take such steps as are necessary to secure that persons supplied with the product are provided with adequate information about the use for which the article is designed or has been tested and about conditions necessary to ensure that it will be safe in use and when being dismantled.

2 Having regard to these provisions, the following is given as a guide to the information which is readily available to you in order that the obligations of all concerned may be met as fully as is practical.

3 Information on the design, construction and installation of Trench products to ensure that as far as reasonably possible they are safe and without risk to health may be found in:

- Catalogues, literature and other information supplied with the products available from Trench by specific request.
- Regulations, British Standards specifications and codes or practice.
- Statutory requirements.
- Any instructions specifically advised by Trench and where appropriate, information supplied by the company or its agent or attached to/marked on the product.

4 It is important that the products concerned should be installed, commissioned and maintained by, or under the supervision of a competent person in accordance with good engineering practice and:

- The regulations for the Electrical Equipment of Buildings
- Codes of practice
- Statutory requirements
- Any instructions specifically advised by the company, supplied with the product or marked on it.

5 In accordance with the provisions of this act you are therefore requested to take such steps as are necessary to ensure that any appropriate information relevant to Trench products is made available to anyone concerned.

6 When handling sheet steel products, it is recommended that personnel should wear protective clothing and gloves.

Trench
Trench is a Trade mark, registered in Great Britain and other countries.