

Terms & Conditions

A. Prices

All prices shown in catalogues and adverts etc, are subject to change without notification. Prices quoted are ex-works prices at date of quotation and do not include VAT, packaging, insurance and delivery charges which are additional charges and shall be borne by the customer. The price shall be that ruling on the date of despatch unless previously agreed by written quotation.

B. Ownership

1. Until payment is made in full by the customer the goods shall remain the property of Chester U.K Ltd, but the risk therein and all liability to third parties in respect thereof shall pass to the customer on delivery.
2. Goods supplied on a sale or return basis will be held at the customer's risk. Chester U.K Ltd will not be responsible for their insurance or loss. Should sale or return goods be returned, then the delivery charges will be borne by the customer.

C. Export/Import

Where goods are supplied for delivery outside the U.K. the following shall have effect and in case of inconsistency with other conditions, shall prevail.

1. The risk of loss or damage to goods shall pass to the Customer immediately on acceptance of Customer's order.
2. Customer shall satisfy himself and be entirely responsible for ensuring compliance with all customs import/export and/or transshipments regulations. Chester will assist customer by supplying all non-confidential or non-secret information reasonably required by customer, but giving of such information shall not constitute a representation nor be regarded as having contractual effect.
3. The application of the Uniform Laws on International Sales shall be excluded.

D. Payment Terms

Payment will be required in full prior to dispatch of all good unless otherwise agreed

E. Goods Specification

All details and specifications are given as accurately as possible, but due to constant improvements made by Chester to its products, Chester reserves the right to alter the specifications from those described in the product literature. Customers should satisfy themselves of the specification, as the specification cannot be considered as being part of the contract or warranty.

E. Delivery

All delivery dates set are intending as an estimate and cannot be considered a contractual agreement. Where possible, Chester will endeavour to fulfil orders as required but any item not in stock will be back-ordered and forwarded as soon as possible. Customers must satisfy themselves as to the condition of the goods on arrival. No claim in respect of damaged goods in transit will be valid if the carrier has been given a receipt signed without comment or objection by the customer or his agent. Chester cannot be held responsible for goods damaged in transit unless a written claim is received within 7 days upon receipt of goods.

G. Warranty

Goods supplied are guaranteed for a period of twelve (12) months from the date of delivery. Chester reserve the right under this warranty to either replace or refund the cost of defective parts, provided the defective parts are returned to Chester carriage paid. Where Chester are required to send engineer(s) to a customer's premises, then travelling and subsequent expenses shall be paid by the customer. Goods invoices on a 'Sold as Seen Basis' will be regarded as having NO WARRANTY OR GUARANTEE. Chester accepts no liability for defects caused by the customer's installation, modification and operation.

H. Goods Returned

All goods returned to Chester as being incorrectly ordered or not being required shall attract a 10% (of the full invoice value) handling charge.

I. Exclusions and Liability

Chester shall not be liable in respect of claims for damages to the customer or third parties, either directly or indirectly resulting from defects in design, materials or workmanship. Chester shall have no liability for any indirect or consequential losses or expenses suffered by the customer however caused.

J. Force Majeure

Chester shall make every effort to carry out any contract but shall not be deemed to be in breach of contract by failing to perform its obligations due to any cause beyond the company's reasonable control; such causes include acts of God, force majeure, war, sabotage, riot, theft, fire, flood, tempest, strikes, lockouts, national or local government prohibitions or decrees, Import or Export embargoes, power, utility or transport failures or the non-availability of raw materials.

K. Acceptance

The placing of an order and/or payment is full acceptance of the terms stated therein.

L. Health and Safety

All goods are sold and delivered on the undertaking that the customer will not use the goods until they are satisfied that the goods meet the Health and Safety regulations required by the law.

M. Quotations

All quotations given may be subject to change, but alterations will be notified in writing where possible. Unless otherwise stated, all quotations are valid for 30 days from date of quote.

N. Law

In the unlikely event of disputes arising the application of English law shall prevail.

O. Definitions.

The term Chester refers to the company Chester U.K. Ltd, Clwyd Close, Hawarden Industrial Park, Hawarden, Chester CH5 3PZ.