

Terms and Conditions

General

Contracts and orders are accepted subject to these conditions of sale. Unless expressly accepted in writing any qualification of these conditions contained in any document of the Buyer shall be deemed to be inapplicable.

Variation in price

Price variations are not applicable unless specified in our official quotations.

Quotations

We reserve the right to consider quotations invalid 60 days after issue.

Acceptance

All orders (which must be in writing) to be accompanied by sufficient information enabling us to proceed with the order forthwith, otherwise we shall be at liberty to amend the delivery and/or offer price.

Cancellation and variation

Once an order has been accepted by us it may not be cancelled or varied except with our consent, which at our discretion may be given only on terms which will indemnify us against any expense which shall include all our proper charges for work carried out and goods wholly or partly manufactured prior to the date of such cancellation or variation. If, owing to war, strikes, difficulty in obtaining materials or causes of any nature beyond our control we are unable to deliver any part of an order, we shall have the right (on giving notice in writing) to cancel the undelivered balance of the order and the customer shall not have any claim for or arising out such inability, delay or cancellation.

Returns

Goods supplied in accordance with customers orders cannot be accepted for return without our written consent; if approval is given a handling charge will be made. Returned goods must be consigned carriage paid. Please refer to our website for the detailed Returns procedure which includes the obligatory requirement of obtaining an RMA number before returning goods.

Terms

First orders are always processed on a Proforma Invoice basis unless otherwise agreed in writing. Thereafter, all orders will be subject to our normal Net Monthly Account payment terms (30 days from date of invoice), granted on written application only. We reserve the right to impose special terms if circumstances are deemed appropriate.

Retention of title

Goods supplied will remain the property of the seller until the price has been discharged in full. A cheque given by the purchaser in payment shall not be treated as a discharge until the same has been cleared. Non-compliance of these Terms and Conditions confer the absolute right of the Seller to repossess the goods, and if necessary, without any serial number identification.

Delivery

The time given for delivery ex works is estimated only and not in any way guaranteed. Every endeavour will be made to meet the delivery given in good faith. We cannot however accept liability for failure to do so. When reduction in the scheduled rate of delivery is requested and agreed by us we reserve the right to make and shall be entitled to all additional charges incurred.

Damage shortage and non-delivery

If a dispatch date has been notified to a customer, claims for non-delivery will not be entertained unless the carriers and ourselves are notified within 7 working days of the anticipated arrival date. Furthermore, we are unable to accept responsibility for damage, shortage or incorrect goods supplied, unless the carriers and ourselves are notified within 3 working days from receipt.

Warranty

Our products are guaranteed for a period of 12 months from date of invoice against electrical breakdown or mechanical failure resulting from defective materials and/or workmanship providing the breakdown or failure is not due to misuse or operation under adverse conditions. Any unit proving faulty and covered by the provisions of this guarantee must be returned to our works complete, carriage paid, for examination when it will be repaired or replaced at our option. Units that have been dismantled, carbon brushes, capacitors and flexible cables are excepted from this guarantee. Mutilation or removal of the nameplate will invalidate the guarantee. Please refer to our website for a more detailed version of the Returns procedure which includes the obligatory requirement of obtaining an RMA number before returning goods.

Consequential damage

Every Endeavour will be made to supply goods free from defects. We cannot accept any responsibility or entertain claims for consequential damage.

Indemnity

The Buyer will indemnify us against damages, penalties, costs and expenses to which we may become liable as a result of work done in accordance with the Buyer's specification which involves an infringement of any letters, patents, or registered design.

Drawings

All drawings issued by us remain our property and must be returned on request. These must not be loaned, reproduced, copied or in any way altered wholly or in part without our written authority nor may information injurious to us be furnished from them.

Data

The Electrical and Mechanical data held within our sales literature and websites is not binding.

Inspection and tests

Our products are carefully inspected and submitted to our standard tests at our works before dispatch. If tests other than these are specified, or tests in the presence of you or your representative are required, these will be charged for. In the event of any delay on your part in attending such tests after 7 days' notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.

Legal construction

Unless otherwise agreed in writing the contract shall in all respects be constructed and operate as an English contract and in conformity with English Law.

Policy

It is our policy to continuously develop and improve our products. We therefore reserve the right to modify or change our designs at our convenience and without prior notice.

Whilst Zapp Automation Limited takes all reasonably practical steps to ensure its products comply with the requirements of the Health and Safety at Work Act 1974, all products must be properly used and Purchasers are reminded that their obligations under the Act are to ensure that the installation and operation of such products at a place of work should be safe and without risk to health.