G-Met Limited T/a Guernsey Metals - Terms and Conditions of Contract

In these Terms and Conditions:

Definitions

'Company' Means G-MET Limited (Company registration number: 44850).

'Customer' Any person / company at whose request goods are supplied by the Company.

'Goods' Any Goods supplied to the Customer by the Company.

'Services' Any work or services carried out by the Company for the Customer.

'Contract' Means any agreement between the Company and the Customer for the supply of Goods and/or Services incorporating these Terms and Conditions.

Cancellation

No cancellation by the Customer is permitted without written consent from the Company. If the Company agrees cancellation the Customer shall pay to the Company all expenses incurred up to the time of Company consent.

Where cancellation is accepted, the Customer shall pay:

(a) all work completed to the date of cancellation;

(b) all materials ordered or purchased;

(c) all costs and expenses incurred by the Company; and.

(d) a reasonable administration charge.

Price

The Company reserves the right to vary the price should there be any insufficiency in the Customers instructions.

(a) the Customer changes specifications or instructions;

(b) there are increases in material, labour, transport or other costs beyond the Company's reasonable control; or

(c) additional work becomes necessary.

Terms of Payment

(a) Nett by day 30 following month of issue of an invoice for Goods / Services.

(b) The Company shall be entitled to charge interest at 4% per annum over HSBC PLC Base Rate on overdue amounts.

(c) The Company will be entitled to cancel the contract or withhold delivery of Goods or Service should the Customer exceed the credit terms.

(d) The Customer shall pay all reasonable legal, collection and recovery costs incurred by the Company in recovering overdue amounts.

Delivery

(a) Any time or date for delivery will be an estimate, and the Company shall not be liable for any consequential loss arising directly, or indirectly, from delay in delivery, however caused.

(b) The Company at its own option may deliver goods by instalments and each instalment shall constitute a separate contract.

(c) Delivery and risk will pass to the Customer on passing goods to Customer or agent of the Customer upon delivery by the Company to the Customer's premises or collection by the Customer or agent of the Customer.

Inspection

The Company will not be liable for defects or shortages unless the Customer notifies the Company within 3 days of delivery or completion of Services. Liability by the Company in all circumstances will be limited to the invoice value of the Goods or Services in question.

The Company's liability for any accepted claim shall be limited, at its option, to:

(a) Replacement of the Goods; or

(b) Repair of the Goods;

Items supplied by the Customer

The Customer shall indemnify and keep indemnified the Company against all loss arising out of any error or omission from drawings, specifications and instructions issued to the Company, and also any third party right arising out of the Company's use of such drawings, specifications or instructions.

Limits of Liability

All goods are supplied on the terms that the Customer has satisfied itself of their suitability for its purposes. The Customer acknowledges that all specifications, details, quotations and forecasts of performances howsoever given are approximate and do not form part of the contract.

"Nothing in these Terms and Conditions shall affect, limit, or exclude your statutory rights as a consumer under the ***Trading Standards (Fair Trading) (Guernsey) Ordinance 2023*** *or any other applicable local consumer protection legislation."*

To the fullest extent permitted by law, the Company shall not be liable for:

(a) loss of profit;

(b) loss of business;

(c) loss of contracts;

(d) loss of revenue;

(e) loss of production;

(f) indirect or consequential loss; or

(g) special damages.

The Company's total aggregate liability arising from any Contract shall not exceed the amount paid by the Customer under that Contract.

Retention of Title

(a) Until the Company has received in full all sums owed to it on any account by the Customer (whether arising out of this or any other contract) title to all Goods supplied shall remain in the Company.

(b) Until payment, the Customer shall take care of the Goods and store them separately and clearly identifiable as the Company’s property and, shall not remove, alter or deface identification marks on the Goods.

(c) Should the Customer sell the Goods before payment is made to the Company the Customer shall hold the proceeds of such sale of Goods on trust for the Company absolutely and keep the proceeds identifiable as the Company’s monies

(d) Until payment of all monies due, the Customer irrevocably authorises the Company, its servants, or agents to enter upon its premises with or without vehicles for the purpose of removing Goods.

(e) Where the Goods are erected or stored on the premises of a third party the Company reserves the right to enter upon the premises in order to exercise all rights under this clause.

Force Majeure

The Company shall not be liable to the Customer if unable to carry out any provision of the contract for any reason beyond its control, including but not limited to:

(a) acts of God;

(b) severe weather;

(c) fire, flood or natural disaster;

(d) human actions – wars, terrorist attacks, or riots;

(e) major disruptions – nationwide strikes or severe supply chain collapses;

(f) government actions – new laws, embargoes