

TR Industrial Services Ltd

Terms & conditions of Sales and Service

Website Version

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Issue 0

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TR INDUSTRIAL SERVICES, LS10, Leeds, United Kingdom

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1. Definitions

In these Terms and Conditions:

- **“Company”** means **TR Industrial Service Ltd**, registered in England and Wales with company number **16633602**, whose registered office is at 50 Murray View, Leeds, LS10 4GD, United Kingdom.
- **“Client”** means the purchaser of goods and/or services from the Company.
- **“Goods”** means all products, parts, or equipment supplied by the Company.
- **“Services”** means all engineering, maintenance, repair, installation, and support activities undertaken by the Company.
- **“Agreement”** means the contract formed by the Client’s order and the Company’s acceptance, subject to these Terms and Conditions.

2. Scope of Agreement

2.1 These Terms and Conditions apply to all quotations, sales, and services provided by the Company and override any terms proposed by the Client unless expressly agreed in writing.

2.2 Any variation must be confirmed in writing by an authorised representative of the Company.

3. Quotations and Orders

3.1 Quotations are valid for **30 days** unless otherwise stated.

3.2 An order is only binding when accepted in writing by the Company.

3.3 The Company reserves the right to refuse any order without obligation to provide a reason.

4. Prices and Payment

4.1 Prices are exclusive of VAT, taxes, duties, and delivery charges unless stated otherwise.

4.2 Payment terms are **30 days from invoice date** unless otherwise agreed in writing.

4.3 The Company reserves the right to suspend work or withhold delivery if payment is overdue.

4.4 Interest will be charged on overdue invoices at the statutory rate set out in the **Late Payment of Commercial Debts (Interest) Act 1998**, together with recovery costs as permitted by law.

5. Delivery and Completion

5.1 Delivery or completion dates are estimates only and not guaranteed.

5.2 The Company shall not be liable for any delay or failure due to circumstances beyond its reasonable control.

5.3 Risk in the Goods passes to the Client upon delivery. Title remains with the Company until full payment is received.

6. Services and Maintenance

6.1 The Company shall perform Services with reasonable skill and care in accordance with **relevant UK industry standards** and good engineering practice.

6.2 The Client shall provide necessary access, facilities, and cooperation for the performance of Services.

6.3 The Client shall ensure compliance with the **Health and Safety at Work Act 1974**, and all other applicable health, safety, and environmental legislation at its premises.

6.4 The Company may charge additional costs for delays, cancellations, or rescheduling caused by the Client.

7. Warranty and Liability

7.1 Goods supplied by the Company are warranted against defects in materials and workmanship for **12 months** from delivery, subject to proper use and maintenance.

7.2 The Company's liability for defective Goods or Services is limited, at its discretion, to repair, replacement, or re-performance.

7.3 Except as expressly stated, all warranties, conditions, and terms implied by statute or common law are excluded to the fullest extent permitted by law, including under the **Sale of Goods Act 1979** and **Supply of Goods and Services Act 1982**, as amended.

7.4 The Company shall not be liable for indirect, incidental, or consequential losses, including loss of profit, revenue, or business.

7.5 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be excluded by law.

8. Client Obligations

8.1 The Client shall ensure that equipment, premises, and working conditions comply with all UK health and safety and statutory requirements.

8.2 The Client is responsible for ensuring that any information, instructions, or specifications provided to the Company are accurate and complete.

9. Termination

9.1 The Company may terminate the Agreement immediately if the Client:

- fails to make payment when due,
- commits a material breach of the Agreement, or
- becomes insolvent or subject to bankruptcy/administration proceedings.

9.2 On termination, all outstanding sums shall become payable immediately.

10. Confidentiality and Data Protection

10.1 Both parties agree to keep confidential any proprietary or sensitive information obtained during the course of this Agreement.

10.2 The Company will process any personal data in accordance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

11. Force Majeure

The Company shall not be liable for any delay or failure in performing its obligations due to events beyond its reasonable control, including but not limited to strikes, fire, flood, natural disasters, war, or government restrictions.

12. Governing Law and Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

12.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of **England and Wales**.

13. General

13.1 If any provision of these Terms is found invalid or unenforceable, the remainder shall remain in force.

13.2 Failure by the Company to enforce any right shall not constitute a waiver of such right.

13.3 The Agreement constitutes the entire agreement between the parties and supersedes all prior understandings.