

Terms and Conditions

PKA COMPANY LIMITED

Standard Terms and Conditions of Sale

1. Definitions

- "Buyer" means the person, firm or company purchasing the Goods from the Seller.
- "Seller" means **PKA Company Limited** whose registered office is at **Sowerby Woods Industrial Estate, Scarth Road, Barrow-in-Furness, Cumbria LA14 4QR.**
- "Goods" means anything supplied by the Seller.
- "Contract" means the contract for the sale and purchase of the Goods incorporating these Terms.

2. Basis of Contract

- These Terms apply to all sales of Goods by the Seller and override any other terms the Buyer may seek to impose.
- By placing an order, the Buyer agrees to be bound by these Terms
- No variation to these Terms shall be binding unless agreed in writing by the Seller.

3. Price and Payment

- Prices are exclusive of VAT, and any other applicable taxes.
- Payment shall be made within the Buyer's agreed terms unless otherwise agreed in writing.
- The Seller reserves the right to charge interest on overdue payments at a rate of 8% per annum above the Bank of England base rate.

4. Delivery

- Delivery dates are estimated. The Seller will use reasonable efforts to meet them but will not be liable for any delay.
- Delivery is deemed to occur when the Goods are handed over to the Buyer or its agent.
- Risk in the Goods passes to the Buyer on delivery.
- Title to the Goods shall not pass until full payment has been received by the Seller.

5. Warranty and Liability

- The Seller warrants that the Goods will conform in all material respects to their specification at the time of delivery.
- The Seller shall not be liable for defects arising from wear and tear, misuse, or failure to follow instructions.

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- The Seller's liability is limited to the replacement of defective Goods or refund of the purchase price, at its discretion, less any carriage charges incurred.

6. Returns and Cancellations

- Returns require prior written approval and must be made within 14 days of delivery, with Goods unused and in original packaging. No Goods may be returned without the prior written consent of the Seller.
- A handling/restocking charge may apply for authorised returns.
- Orders may not be cancelled once accepted without the Seller's written agreement.

7. Limitation of Liability

- The Seller shall not be liable for any indirect, special, or consequential loss including loss of profit, business, or goodwill.
- The Seller's maximum liability shall not exceed the total price paid for the Goods in question, less any carriage charges incurred.

8. Force Majeure

- The Seller shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, strikes, war, or supply chain disruptions.

9. Modern Slavery and Human Trafficking

- The Seller is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business.
- The Buyer warrants that it complies and shall continue to comply with all applicable anti-slavery and human trafficking laws, including the Modern Slavery Act 2015.
- The Seller reserves the right to terminate any Contract with immediate effect where the Buyer is found to be in breach of this clause.

10. Environmental, Social and Governance (ESG)

- The Seller is committed to responsible ESG practices in its operations and expects the same from its business partners.
- The Buyer shall maintain ESG policies that are consistent with international standards and UK legislation.
- The Buyer shall promptly report any significant ESG risks related to the production, transport, or use of the Goods.

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11. Environmental Risk Management

- The Buyer agrees to handle, store, use, and dispose of the Goods in accordance with applicable environmental laws and best practices.
- Where the Goods pose potential environmental risks (e.g. hydraulic fluids or hazardous components), the Buyer shall implement appropriate risk control measures.
- The Seller disclaims liability for environmental damage arising from misuse or negligent handling of the Goods.

12. Ethics and Anti-Bribery

- The Buyer shall act with integrity in all dealings relating to the Contract.
- The Buyer shall not offer, give, or receive bribes or other improper payments or inducements, in line with the Bribery Act 2010.
- The Seller reserves the right to audit compliance and terminate the Contract if the Buyer is found to be in breach of ethical standards.

13. Confidentiality

- The Buyer shall not disclose any confidential or proprietary information relating to the Seller without prior written consent.

14. Governing Law and Jurisdiction

- These Terms and the Contract shall be governed by and construed in accordance with the laws of England and Wales.
- Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Severability

- If any provision is found to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

16. Entire Agreement

- These Terms constitute the entire agreement between the parties relating to the sale of Goods and supersede any prior agreements or understandings.

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Please direct any questions or queries to the address given below.

The Director
PKA Company LTD
Scarth Rd
Barrow in Furness
Cumbria
LA14 4QR

Management@PKA-Company.co.uk