



Terms and Conditions

We like to be transparent and have tried to avoid legal jargon in our Terms and Conditions which detail the contractual arrangements between Ideal Extraction Ltd and its customers.

1. Definitions

In these terms and conditions of sale, unless the context otherwise requires, “The Company, “we” and “our” – means Ideal Extraction Ltd.

“The Customer”, “you”, “your” – means the person or persons, company, firm or other body to whom good and or services are to be supplied.

“Conditions” – means the Company’s terms and conditions of sale as set out below.

“Written” – includes electronic communications to and from official company addresses, such as the company email address.

“Order Acknowledgment” – means the written acceptance by the Company of the Customers order.

“Contract” – means the agreement between the Customer and the Company for the supply of goods and/or services including our specification and the Terms and Conditions detailed here.

“Goods” – means the goods to be provided in accordance with the Contract whether this related to Services or otherwise.

“Services” – means the installation of goods and/or other services to be provided by the Company under the Contract.

“Contract Price” – means the sum stated in the Order Acknowledgment in respect of the Goods and/or Services.

“Specification” – means the written specification detailing the Customers requirements in respect of the Goods.

“Premises” – means the Customers premises or other location specified in the Contract at which, under terms of the Contract, the Company is to install and/or otherwise provide services in respect of the Goods.

2. Offer and Acceptance

The Company's quotation does not constitute an offer by us and orders do not result in a binding contract until we accept it by issuing our Order Acknowledgement or advising you explicitly by email.

All orders for the supply of goods and/or services are subject only these Conditions.

Your own company Terms and Conditions are not applicable to any Contract between us unless we expressly agree this with you in writing.

Any variance in our standard Terms can only be agreed by a Company director.

Acceptance of a Customer's order is on the basis that all material information has been provided, including comprehensive details of the materials to be extracted, location of machinery etc. If it is later found that information was incorrectly advised or omitted, we reserve the right to amend the Contract price if needed and the standard warranty does not apply.

In these circumstances, the Customer indemnifies the Company against all resulting costs, losses, expenses, claims or damages.

3. Delivery

We will deliver goods to you as agreed between us, the cost of which will be passed on to you unless expressly specified otherwise in our quotation or other correspondence.

It is your responsibility to check the quantity of goods on arrival and that they do not appear to be damaged as any late claims will not be accepted. Any issues identified should be notified to us immediately.

On occasions, the goods will need to be delivered in instalments and on those occasions, we reserve the right to invoice you in relevant instalments.

We rely on delivery information provided to us by hauliers and delivery agents and cannot be responsible for any delays out of our control. A delayed delivery does not entitle the Customer to cancel the contract.

If you decide you are unable to take delivery of the goods for more than 14 days, we retain the right to invoice you and make an additional charge for storage / disposal.

If we attempt to deliver as per our agreement and the delivery is refused or cannot be accepted, we reserve the right to charge for any second and subsequent delivery attempts.

4. Services

In advance of the delivery date / start of the contract, the Customer will ensure that the Premises are ready to receive the Goods and that all items specified as required by us, are provided and ready for use. This includes adequate safe working space.

Access to your premises will be required as notified to you and additional charges may be applied if we incur costs relating to lack of access at the times specified.

We will work with you to schedule work for a time to cause the least disruption where possible. Provision of services to you sometimes results in a loss of production time; we are unable to accept any liability for inconvenience or loss of profits in relation to 'downtime' arising as a result of us undertaking works under the Contract.

5. Price Variation

Our quotes are generally for a fixed price unless expressly specified otherwise and will be confirmed in our Order Acknowledgement, if this differs from our previous quotation.

Prices exclude VAT which will be added at the applicable rate, on the tax point date (which is the date of the invoice).

The Contract Price may be altered if the work is not completed within the planned timescales as we may incur additional costs from our suppliers.

If the law changes and we incur additional costs in respect of taxes, duties or any other surcharges, these will be passed on to you.

6. Limitation of Liability of the Company

The Company will endeavour to ensure that all materials and workmanship are performed to a good standard so that that the Goods conform to Specification.

However, the Company will not be responsible for any defects occurring in any of the following circumstances:

- ordinary wear and tear
- accidental damage
- misuse or neglect of the Goods by the Customer, its employees or agents. (This includes improper operation of the equipment, repairs, maintenance or modification to carried out by someone other than Ideal Extraction Ltd)
- transit or handling damage caused by the Customer its servants or agents
- use of the Goods otherwise than in the manner specified by the Company
- any act of omission, fault or negligence of the Customer its servants or agents
- acts of God, nature or other forces beyond our control

The Company's liability is strictly limited to executing any necessary repairs to, or replacement of, any Goods or part thereof which do not conform to Specification. In such circumstances, you must inform us in writing within 14 days of delivery of the Goods or the completion of the Services as appropriate.

If we do not hear from you within the stated time limit the Goods and/or Services will be accepted as free from any defect.

If we are notified of any alleged defects, and accept the Goods do not conform to Specification, we reserve the right to repair, replace or refund entirely at our discretion.

The Company will not be liable for any loss or damage whatsoever (including consequential loss or damage or injury) suffered by the Customer or any other person firm or company whatsoever due to the fact that the Company may have inspected, advised or approved any sites, plans, data or similar.

If the Company is found to be legally liable for any breach of this contract or becomes legally liable to the Customer in any way, the liability of the Company will in no circumstances exceed the Contract Price.

7. Risk and Title

Typically, goods arrive on site either with our installation teams or often, in advance.

The Customer needs to ensure the goods are insured and appropriately sited and stored from the time they are delivered as 'risk' transfers at this time.

Depending on the cost of the equipment, we may require confirmation of insurance cover for the Goods. If you fail to provide this information within 7 days of our request, we reserve the right to insure the Goods and the cost will be passed on to you.

When you have paid in full for the Goods and Services, the title of ownership transfers but until then, the Goods remain our property and we reserve the right to recover / remove the Goods and you are irrevocably obliged to allow us access to do this.

Until paid for in full, goods cannot be sold or transferred.

If anyone else seizes the goods or anything else happens to them, you must inform us immediately.

8. Payments

We like to play fair and expect you to do the same.

Payments term are 30 days from the date of our invoice unless specified otherwise in our quotation / contract.

We incur costs in supplying goods and services to you and need you to pay us in a timely way so we can afford the same courtesy to our suppliers.

We reserve the right to charge interest at a rate of 5% on any outstanding balances where customers delay payment and the supply of Goods and / or Services is complete.

If we are made aware of anything which causes concern that the customer will not be able to meet their obligations under the contract, we reserve the right to request payment in advance or to terminate the contract, without prejudice to any other rights of the Company.

Should it be necessary for us to take legal action to recover monies owing, the cost of such recovery will be at your additional expense.

9. Right of Set Off

Each contract is a separate agreement and customers do not have the right to off-set payment of one contract against another.

10. Suspension

If the customer needs to suspend or delay the contract, this can only be done with our express permission and written approval.

Any costs incurred prior to the date of suspension will need to be paid before the contract is formally suspended and the contract price will be reviewed and new costs advised to you before the contract resumes.

11. Patents and Copyright

We spend a considerable amount of time and use our extensive experience designing systems as part of our quotation process and this material remains our intellectual property at all times.

We expect this information to remain confidential between us, unless we explicitly agree otherwise, even after termination of the Contract.

We expect Customers / prospective Customers not to pass our information on to competitors for any reason and we reserve the right to make a charge for consultancy at £1000 per day should we suspect this has occurred.

You may be asked to return drawings, specifications etc. and this must be done on demand.

In respect of any information you provide to us, you will fully indemnify us against any and all claims for losses, damages and expense which may arise directly or indirectly from an infringement of intellectual property rights of any third party.

12. Substitution of Materials, Alterations to Design or Specification

We have long-standing relationships with our suppliers and rarely need to alter the supply of a proposed product.

However, we reserve the right to do so, providing the change will not adversely affect the capabilities and technical properties of the Goods in question.

If a Customer requires alterations after the Contract has been accepted, these will be considered, and we will notify you as to whether the changes can be incorporated.

Additional charges may apply but we will always agree these with you in advance.

13. Termination by the Company

We reserve the right to terminate any contract where the customer goes into liquidation, bankruptcy or similar or severely exceeds payment terms.

In such cases, the terms in clause 7 apply in respect of ownership of the goods.

We reserve the right to sub-contract all or part of the contract and you will be notified if we intend to do this.

14. Statutory and By Law Approvals

It is the customers responsibility to ensure that all laws, regulations etc. are followed and obtained at their own expense.

Once a contract has been accepted, all other terms and conditions apply so please make sure you have taken appropriate action to check and put in place any requirements for planning permission etc. and have considered the impacts of noise on neighbouring properties.

The contract cannot be cancelled should you fail to do so.

If the law changes and we are unable to deliver the contract as planned for matters beyond our control, we reserve the right to terminate the contract without liability in such cases.

15. Third Party Contracts

Where a third-party contractor is appointed by you, this is at your sole risk and we accept no liability whatsoever.

16. Force Majeure –

If anything major occurs which is outside our control, we will do our best to work with you and find an acceptable solution for us both.

However, should the need arise for us to delay, suspend or cancel a contract in these circumstances, we do not accept liability for any loss or expenses incurred.

Such delays do not entitle the customer to terminate the contract.

17. General and Law

Ultimately, the law prevails.

We may update our Terms and Conditions so please check the website for the most recent copy before agreeing a contract.

If you send anything to us by post, email or other electronic means, we do not accept proof of sending as proof of receipt and would expect you to confirm receipt with us.

Non Waiver - Any concession, variance or waiver the we may allow or have allowed the Customer at any time will not prevent us subsequently exercising our full rights under the Contract.

The headings in these Terms and Conditions are for convenience only and do not explicitly imply a single area in the document to detail all terms in relation to the heading.