

8. Terms and Conditions

voestalpine Signaling UK Ltd.

1. Quotation validity is 90 days from the date of issue of the quote.
2. Prices are ex-works and are exclusive of VAT and/or local taxes where applicable.
3. Prices are in GBP unless otherwise stated.
4. Prices given are for system components quoted and do not include costs for engineering, configuration, commissioning or other on-site activities, except as quoted.
5. See 'Payment Schedule' for invoicing milestones.
6. Unless credit terms have been agreed via a credit application form, all trading is on a Pro-forma basis. Credit terms are removed after two years inactivity and must be re-applied for. Payment terms are 30 days from date of invoice where a credit agreement is in place.
7. voestalpine Signaling UK Ltd will exercise its rights under the Late Payment of Commercial Debts (Interest) Act 1998 to recover accrued interest and recovery fees on monies not received in accordance with our payment terms of 30 days from date of invoice.
8. We reserve the right to correct any errors or omissions in our quotation.
9. There will be no acceptance of consequential damage issues arising from this contract
10. Legal Interpretation: Any contract will be deemed to be made in England and shall be governed and construed for all purposes and in all respects in accordance with the English Law and only the Courts of England shall have jurisdiction. If any contract or any part of it shall become impossible of performance or otherwise frustrated we shall be entitled to a fair and reasonable proportion of the price in respect of the work done up to the date thereof and for this purpose any monies previously paid by you shall be retained against the sum due to us under this provision any balance to be repaid to you or as the case may be any deficiency to be paid to us by you. We may dispose of the goods as we think fit due allowance being made to you for the net proceeds thereof.
11. In accordance with COUNCIL REGULATION (EU) No 833/2014, when selling, supplying, transferring or exporting to a third country, with the exception of partner countries listed in Annex VIII to this Regulation, goods or technology as listed in Annexes XI, XX and XXXV to this Regulation, common high priority items as listed in Annex XL to this Regulation, or firearms and ammunition as listed in Annex I to Regulation (EU) No 258/2012, exporters shall, as of 20 March 2024, contractually prohibit re-exportation to Russia and re-exportation for use in Russia
12. Standard voestalpine Signaling UK Ltd warranty runs for a period of 12 months from date of shipment and is based on the premise that the customer will remove any failed hardware and return to voestalpine Signaling UK Ltd for repair/renewal. voestalpine Signaling UK Ltd will endeavour to perform corrective action within two working weeks.
13. voestalpine Signaling UK Ltd would expect all customers to adhere to the company's Code of Business Ethics which is available on request.
14. voestalpine Signaling UK Ltd is to be informed before any 3rd party software or hardware is installed or connected to any equipment supplied by voestalpine Signaling UK Ltd. Any fault that develops to any piece of equipment previously supplied by voestalpine Signaling UK Ltd that is found to have had 3rd party hardware or software installed or attached may result in a charge for repair.
15. voestalpine Signaling UK Ltd pricing assumes no liquidated damages or railway costs apply and our aggregate liability does not exceed the Purchase Order value for these works.