3.2 The cost of all and any testing required by the Classification Society as
6.4 If the Customer in the ordinary course of business shall purport to dispose
4.2 SKV would not normally agree to cancellation or modification of any
3.1 Although the Customer is entitled to request SKV to include a variation of the
6.5 At any time after the due date for payment of goods, SKV shall be
6.6 Notwithstanding that ownership of goods shall not have passed to the
4.1 The delivery durations quoted by SKV are in working weeks from the date of
3.2 The cost of all and any testing required by the Classification Society as
4.3 Where the Customer supplies materials it will be responsible for their delivery of these materials to SKV's works and for the insurance of such materials while at SKV's works (SKV being bound to keep its premises secure only to the extent that it would be unreasonable not to do so).
DELIVERY
4.1 The delivery durations quoted by SKV are in working weeks from the date of acceptance by SKV of the Customers Order. Such acceptance by SKV of the Customers Order is conditional upon SKV receiving timeously from the Customer all necessary information to enable SKV to proceed with the order. SKV shall be entitled to deliver goods in instalments. SKV shall not be liable for any direct or indirect loss that may arise from any shortfall in quantities (provided that the Customer shall not be charged for the shortfall in quantities of goods). Upon the expiry of three months from the date provided in the contract for delivery, the contract for any amount of shortfall in quantities of goods delivered shall be deemed to be cancelled with no right or claim being due to or by SKV by or to the Customer.
4.2 SKV would not normally agree to cancellation or modification of any contract without being fully compensated for the cancellation or modification. Any cancellation or modification must be in writing.
4.3 If the Customer fails to take delivery of goods within seven days of being notified by SKV of their being ready for despatch, SKV may store the goods, but all costs of storage, insurance and removal will be for the Customer and SKV will be entitled to sell any goods at any time after fifteen days of notifying the Customer that the goods are ready for despatch.
4.4 Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed the delivery shall be considered to be Ex Works.
THE PRICE
5.1 Unless otherwise specifically provided in writing all prices quoted by SKV are exclusive of (a) carriage from SKV's works, (b) packing and handling and (c) VAT. If the Customer shall fail to provide sufficient information to SKV to enable SKV to proceed with the order then SKV shall be entitled to increase the price to reflect the additional cost to SKV arising from insufficient of information or delay in supplying it.
5.2 VAT shall be payable at the rate included in the VAT invoice.
PAYMENT
6.1 Unless otherwise specifically provided in writing, payment of the price will be due upon the Customer receiving SKV's invoice and must be made to SKV at SKV's Office.
6.2 In the event of failure to pay on the due date (a) interest at 2% per month for the first month and 3% per month for each subsequent month shall be payable from the due date for payment until payment of any outstanding sum due, and (b) all and any discount provided for in the order or in SKV's invoice shall be cancelled.
6.3 Ownership of goods supplied by SKV shall remain with SKV until full payment will have been made by the Customer to SKV in respect of the goods and the Customer shall hold the goods as readily identifiable as the goods of SKV and the Customer shall advise SKV where the goods are held.
6.4 If the Customer in the ordinary course of business shall purport to dispose of any goods while still in the ownership of SKV all sums paid or payable to the Customer in respect of any such disposal shall belong to SKV and pending payment to SKV shall be held in trust for SKV.
8.1 Risk in respect of goods will pass on completion of delivery of the goods, notwithstanding that ownership of the goods concerned will not pass as referred to in 6.3 above.
8.2 In the event of loss or damage to the Customer's materials due to SKV's negligence or faulty workmanship SKV's only liability shall be to rectify the defective work on the Customer's materials or repeating SKV's workmanship at the Customer's expense.