



1. In these terms and conditions GSI Corporation Ltd shall be known as GSI. These conditions form the basis of a contract, and cannot be modified by any other conditions, express or implied, unless GSI has accepted the new conditions in writing.
2. Quotations: GSI shall not be bound by any quotation, written or verbal, until GSI has issued a written acceptance of the order.
3. Cancellation: A legally binding contract, subject to these terms and conditions will have been formed as soon as the written acceptance has been issued. The purchaser will not be entitled to cancel the order unless GSI agrees to do so. In the event of a cancellation being agreed, GSI will be entitled to claim compensation from the purchaser for any losses suffered as a result of the cancellation.
4. Specification of goods: GSI reserves the right, without prior notice, to supply goods to a different specification, but only if the specifications have been altered to comply with standards recommended by the British Standards Institution or other recognised approved authorities.
5. Delivery: Normally by courier or transport contractor, delivery is specified on sales order confirmation. While GSI will make every effort to meet delivery dates, it reserves the right in the event of circumstances outwith its control to deliver late, and the purchaser will have no right to compensation in these circumstances. The phrase "circumstances outwith its control" includes (without prejudice to the generality) Force Majeure, unavailability of materials and breakdowns at supplier's plant, outbreaks of COVID at a Plant, COVID restrictions being implemented, container unavailability, unexpected border closures or difficulties in crossing international borders or the failure of the contracted delivery firm to meet its delivery schedule for whatever reason. GSI reserves the right to deliver in more than one consignment, and to invoice each consignment separately.

It is expressly recognised that some products will be manufactured outside of Europe and that the risks which may delay or prevent delivery are high. It is also expressly recognised that due to the current status of the global transportation industry, GSI cannot be liable for delays and additional costs associated with the transportation of the goods to the delivery address.

If an expedited delivery is required, GSI reserves the rights to charge the extra costs arising from expedited delivery (by Air or other speedier alternatives to road / sea transportation.)

After delivery, the purchaser has a maximum of seven days to notify any discrepancy or damaged goods, failing which the goods shall be deemed to be accepted and in conformance to the specification and / or other relevant documentation. In the event of any defect or discrepancy being identified, GSI's sole obligation is limited to replacement or repair (as per GSI's choice) of the affected duct or part thereof. For clarity, any goods installed are to automatically deemed to be accepted.

6. Force Majeure: Should a Force Majeure event arise, or in the event that delivery cannot be facilitated due to events outwith GSI's control, GSI reserves the right to terminate the PO without penalty or any other form of recompense being owed.
7. Payment: Payment terms are cash in advance upon placement of the order, unless GSI agrees to open a credit account with the purchaser. GSI recognize and support the Highways England Fair Payment Charter. Credit accounts are strictly payable in full within 30 calendar days of the invoice date. Any payment still outstanding after that will be subject to a charge of 5% over National base rate per annum calculated on a daily basis from the date of invoice until paid. GSI reserves the right to delay further deliveries of goods or services until overdue invoices have been paid. GSI reserves the right to invoice the full amount for any debt collection costs if payment is outwith the trading terms.

Payment Card Industry Data Security Standard (PCIDSS): GSI fully complies with the requirements of the PCIDSS. Card payments are processed online through a secure system. No card details are recorded or retained by GSI.

8. Returns/Refunds: Returns are accepted when the item(s) are returned within 14 days, unused, in the original packaging and as supplied by the seller.
9. Retention of title: All goods supplied by GSI remain the property of GSI until the purchaser has paid GSI all outstanding sums owed to GSI. Until the purchaser becomes the owner of the goods, the purchaser undertakes to store them so that they remain readily identifiable as GSI's goods, and if the goods or any part of them are sold on, the purchaser undertakes to act as a trustee for GSI and to place the proceeds of sale in a separate bank account opened for the purpose and approved by GSI. If the purchaser has not received the proceeds of the sale within seven days the purchaser will on demand assign to GSI all rights against the third-party purchaser of the goods. Notwithstanding the terms of this clause, risk will pass to the purchaser on delivery of the goods.
10. Termination: GSI shall be entitled to terminate any contract at its discretion if the purchaser is in breach of its obligations under this contract, all without prejudice to the right of GSI to enforce the terms of this contract.
11. Applicable law: This contract shall be construed in accordance with Scots Law, and the parties hereby acknowledge the jurisdiction of the Scottish Courts.
12. Customer service contact details:

GSI Corporation Ltd, Kaimes Railway Yard, Long Dalmahoy Road, Kirknewton, Edinburgh EH27 8EE
Telephone 0131 677 5555 Email: admin@gSIDUCT.com

13. Privacy Policy: Customer information is processed and stored solely to enable GSI to fulfil its contractual obligations with customers. GSI does not and will not disclose any customers' details to any other party or external agency except where required to do so by law.