

## Returns Policy

### 1. General

These conditions shall apply to all quotations and contracts for the sale or supply (of goods) by Commercial Equipment Direct Ltd. (the company) unless expressly varied or excluded in writing signed by a representative of the company duly authorised in writing. Unless expressly agreed in writing, any terms and conditions contained in the purchaser's order or otherwise shall not apply. If any of these conditions or any part thereof is rendered void or unenforceable by law, it shall be so void or unenforceable to that extent and no further and shall be deemed amended to the extent necessary to render it enforceable by law. The Company reserves the right to consult whomsoever it considers appropriate for the purpose of trade references and will record information in respect of such opinions which will be made available to other business for continuing assessment of credit risk.

### 2. Acceptance

All orders are subject to written acceptances by the company and are accepted on the understanding that these conditions apply. Orders accepted cannot be cancelled without the company's written consent and on terms which will indemnify the company for all loss.

### 3. Delivery

The company whilst making every effort to effect prompt delivery will not unless otherwise agreed in writing signed by a representative of the company, be liable for loss or damage occasioned by delay in delivery howsoever caused, and any dates expressed in the contract or quotation are given subject to this condition. Delivery is to level kerbside only, unless agreed to in writing by the company.

Delivery of the goods shall take place:-

- a) Where the company undertakes delivery of the goods, when the goods are loaded off the company's vehicle or that of the carrier at the station, port of location specified by the purchaser or
- b) Where the purchaser undertakes delivery of the goods when the goods are loaded onto the purchaser's vehicle, or that of his designated carrier at the company's premises or other pre-arranged location.

### 4. Cancellation

The company will only accept cancellation as follows:- Goods are not sold on a trial basis. Purchasers should check specifications and suitability before ordering. The company does not warrant the suitability of goods for specific applications. Goods which have been incorrectly ordered will only be accepted for return with prior approval from the company. Returned goods will only be accepted if they are correctly packed in original packaging with manuals and have not been used. A re-stocking charge will be levied on all such goods.

If the buyer cancels whilst the goods are in transit, an abortive delivery charge will be levied. Goods may not be returned without prior authorisation and a goods return authorisation number from the company which can be obtained by contacting our sales desk on 01342 719 535. Purchasers are responsible for ensuring goods are returned suitably packed and obtaining the necessary proof of delivery and receipt.

Any item ordered that is not normally held in stock will be ordered on the purchasers behalf from the manufacturer or other supplier and cannot be returned if no longer required. If the purchaser purports to cancel its order from the manufacturer or other supplier, the purchaser shall be obliged to accept the goods and settle the invoice in accordance with these conditions.

### 5. Checking goods

It is the purchaser's responsibility to inspect the equipment at the time of taking delivery. Should equipment arrive damaged, the delivery note should be endorsed accordingly and the company notified in writing within 24 hours. Claims for damage will not be entertained on a clear signature or if signed unexamined, the purchaser shall be deemed to have accepted the goods and shall be bound to make payment on the due date.

### 6. Termination

Without prejudice to its other rights, the company may be giving written notice to the purchaser elect to terminate the contract forthwith on the happening of any one of the following events:-

- (a) If the purchaser shall repudiate or commit to any serious breach of the contract:
- (b) If the purchaser shall commit any other breach of the contract and shall not have remedied the same within one month of having been requested by the company by notice in writing to do so:
- (c) If any distress or execution levied upon or against any of the chattels or property of the purchaser is not satisfied within 21 days after the date of such levy or enforcement.
- (d) If the purchaser shall be granted a moratorium by or enters into a composition of debts with its creditors:
- (e) If the purchaser shall commit any act of bankruptcy or if any petition or received order in bankruptcy shall be presented or made against the purchaser:
- (f) If an order be made on a resolution passed for the winding-up of the purchaser unless such resolution is made for the purpose of reconstruction or amalgamation:
- (g) If a receiver or equivalent officer is appointed of the undertaking of any of the property and assets of the purchaser.

7. English Law -This agreement shall be governed by English Law and the purchaser hereby irrevocably submits to the non-exclusive jurisdiction of the English Courts or at the Company's option, any other Court or competent jurisdiction.