

Terms & Conditions of Sale

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 01293 775073. 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. Prices

(a) Unless otherwise stated in the contract, all prices in quotations and contracts apply to goods unpacked exworks and are payable strictly net in £ Sterling. All such prices are subject to alteration without prior notice and all orders are subject to alteration without prior notice and all orders are accepted on the understanding that they will be invoiced at prices ruling at the day of despatch. The purchaser will pay the price as so invoiced.

(b) Any matter apart from the supply of goods such as especially (although without limitation to the generality of the foregoing) modifications, special test or inspections, carriage, insurance, packing or samples shall be charged to the purchaser. Goods will be consigned by road transport at ordinary goods rate. Orders instructing despatch by other means will be subject to an additional charge to cover the company's extra cost.

6. Payment

(a) Unless otherwise stipulated payment is due in full prior to despatch. The purchaser hereby waives any right of set-off it may have against the company in respect of claims by the purchaser against the company.

(b) Where the contracts is to be fulfilled by separate instalments or deliveries, the terms of payment set out in sub clause (a) above shall apply to each individual instalment

(c) Should the purchaser fail to pay on the due date to comply with the terms of payment the company shall be entitled to a late payment charge on the balance for the time being outstanding of 4% per month or part thereof.

(d) Should the buyer default in paying the account the company shall not release any equipment which has been ordered until the account, together with any interest charges has been paid. The company reserves the right to cancel any credit facilities previously allowed

7. Title and risk in the goods.

(a) The risk in the goods shall pass to the purchaser on delivery, seven days after notification by the company to the purchaser that the goods are ready for delivery and delivery has not taken place or when the purchaser pays the price in full. As security for payment of the purchase price until full payment has been received by the company for all goods whatsoever supplied at any time by the company to the purchaser

(b) Title in the goods shall remain in the company.

(c) Subject to (d) and (e) below, the purchaser shall be at liberty to sell the goods and the new products referred to in (b) above in the ordinary course of business on the basis that the proceeds of sale shall be held on trust by the purchaser for the company and paid to the company on demand.

(d) The company may at any time revoke the purchasers power of sale by notice to the purchaser if the payment of any sum whatsoever due to the company (whether in respect of the goods or any other goods supplied at any time by the company to the purchaser or for any reason whatsoever) or if the company has bona-fide doubts as to the solvency of the purchaser.;

(e) The purchasers power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the purchaser or winding-up order is made against the purchaser or the purchaser goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement of composition with creditors or commits any act of bankruptcy.

(f) The company reserves the right to have reasonable access to its goods at all times.

(g) Upon determination of the purchaser's power of sale under (d) or (e) above, the purchaser shall price the goods and the new products at the disposal of the company who shall be entitled to enter upon any premises of the purchaser for the purpose of removing the goods and new products from the premises (including severance from reality where necessary).

8. Undertaking and exclusion of liability.

(a) In the event of any defect being disclosed in any goods or parts thereof supplied by the company within one year from the date of installation, or fifteen months from the date of delivery, whichever is the lesser, the company undertakes to consider any claims and examine the goods alleged to be defective and should any fault, due to defective materials supplied by our workmanship on the part of the company, be found on such examination to repair the defective part of parts or at the option of the company, to supply free of charge new goods in place of those acknowledged by the company to be defective.

(b) The above undertaking is limited to the supply to the purchaser free at the purchaser's premises of the new or repaired goods in exchange for those acknowledged by the company to be defective.

(c) The undertaking are set out in (a) above shall apply to any replaced goods provided hereunder during the unexpired portion of the undertaking period applicable to the goods for which the replacement has been performed.

(d) Other than stated above, the company undertakes no liability whatsoever in respect of goods sold by it and shall in no circumstances be liable in respect of loss, damage or delay, injury, death or expense direct or consequentially suffered at any time whether before or after goods may have been repaired or replaced and howsoever caused, even if caused by negligence or break of duty by the company, its servants or agents. The terms set out herein are conclusive of the relations between the company and the purchaser and the company shall be under no liability whatsoever by reason of any representation, statement or warranty, nor shall there be implied in any contract of sale any terms, conditions or warranty statutory or otherwise.

9. Service fees

If the purchaser decided to pay the service fee on any equipment purchased, then the company will undertake any repairs necessary during the first 12 months from the date of installation or 15 months from the date of invoice, whichever is shorter. This warranty does not cover breakdowns which have been caused by misuse. Should a service engineer be called-out, and no fault is found, then the purchaser will remain liable for the full cost of call out and any labour hours incurred. Parts only warranties are only covered for the said period and parts deliveries apply to UK mainland only. Other areas subject to postage charges for delivery.

10. 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.

11. Indemnity

The company shall not be liable for and the purchaser shall indemnify and hold the company harmless against all claims by any person in tort or for infringement or alleged infringement of patents copyright or registered designs or otherwise arising or indirectly in connection with work done by the company on the goods in accordance with purchaser's specifications or with the siting or installation of the goods.

12. Health and Safety at Work

The attention of the purchaser is drawn to the provisions of section 6 of the Health and Safety at Work etc Act 1974. The company will make available upon request information on the design, construction and installation of the goods to ensure that as far as is reasonably practical they are safe and without risk to health when properly used. The installation of the goods requires a qualified person. They are not packed in a manner suitable for general sale. It is the responsibility of the purchaser to take such steps as are necessary to ensure that appropriate information relevant to the goods is made available to any person to whom the purchaser supplies them.

13. 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.

14. Descriptive Matter

Descriptive matter, illustrations, estimate of performance dimensions and weights contained in any documentation issued by the company are to be regarded as being for guidance only and are not binding on the company in any way. The company's policy is one continuous improvement and the right to change designed at any time without prior notice is reserved.

15. Force Majeure

In the event of the company being delayed from performing the contract by any cause beyond its reasonable control, including strikes, lockouts, war, fire, accidents in the company's works and lack of raw materials or utilities, whether or not the same was or might have been foreseen when the contract was concluded, the company shall be under no liability for loss or damage suffered by the purchaser, and performance shall be suspended during the period of such delay, providing always that is such delay shall exceed 6 months, either the company or the purchaser may give written notice terminating the contract as to further deliveries or work.

16. 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.