

# TERMS AND CONDITIONS OF SALE

1. No quotation or estimate given by us (the “Company”) gives rise to a binding contract unless an order is placed by you (the “Customer”) and accepted by us. Quotations or estimates are valid for 30 days. These conditions incorporate all the terms agreed between you and us and cannot be varied except by a document signed by you and us on or after the date this contract commences. We exclude all representations made before entry into this contract.
2. The price of the goods is our quoted price or, if not quoted, that shown in our current price list. Prices include packing and delivery in the UK mainland only, are exclusive of VAT and do not include site installation work unless agreed. A charge of 30% of the contract value is payable on cancelled orders, which may only be cancelled with written agreement of the Company.
3. Delivery shall be made at a place specified overleaf or as agreed between us. We do not accept responsibility for delay in delivery and time shall not be of the essence, but we will use our best endeavours to comply with any agreed delivery date. The company reserves the right to invoice on the specified delivery date overleaf in the event of deliveries deferred at the request to the customer.
4. The goods will remain our property until all monies owing to us have been paid in full and until such time we grant you a revocable licence to use goods in the normal course of your business. The risk in the goods shall pass to you immediately prior to loading for despatch from our premises.
5. You will be deemed to have accepted the goods unless written notice of rejection is received by us within 7 days of delivery. Shortages or non-delivery of goods must be notified to us within 7 days of the due delivery date.
6. The price for the goods and any associated services is payable not later than 30 days after the date of the relevant invoice. You will pay us punctually because prompt payment is vital to, and a condition of this Agreement and we shall be entitled to charge interest at 3% per month on any outstanding monies. If payment is agreed to be by letter of credit such letter must be irrevocable and unconditional and in terms and with a bank approved by us.
7. We will repair, service, adjust or replace goods which are proved, within the warranty period of 12 months, to our reasonable satisfaction to be defective due to defects in material or workmanship, so long as the goods have been used in accordance with our guidelines and have not been altered or dismantled. This warranty is applicable only for goods sited within Mainland UK. Outside of the UK, the warranty will cover parts only which will be credited upon receipt of the defective part.
8. You will fully indemnify us against any loss or injury (including death) to persons or damage caused by the goods or their use, except for death or injury caused by negligence and you will fully indemnify us for any damage or expense we incur or sustain as a result of any third party claim arising from the goods and you will promptly provide us with details of any such incident. We will not be responsible for any loss of business or profit or for any other consequential loss howsoever arising including delay in or failure to deliver the goods.
9. You will use the goods only in accordance with our guidelines and unless authorised by us will not permit any alterations to the goods or the nameplates. All intellectual property rights and ownership remains with us.
10. In the event that you are not able to pay your debts as they fall due or have a receiver or administrative receiver appointed over all or any of your assets any outstanding monies due to us will become payable immediately and you will, if requested, deliver up the goods to us. We will be entitled to enter your premises at all reasonable times to inspect, repair or repossess the goods.
11. Notices from you to us or from us to you will be sent to the addresses shown overleaf unless otherwise notified in writing.
12. If any provision of this contract is deemed by the parties to be illegal or unenforceable under any applicable law or, if any court or tribunal of competent jurisdiction in a final decision so determines this contract shall continue in force without such provision with effect from the date of such decision or such date as the parties agree.
13. These conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts however, proceedings may be brought in the courts of other jurisdictions for the purpose of enforcement of a judgement or order of any English Court.
14. Counterline offer free UK mainland deliveries to all of our customers with the exception of some remote northern postcodes. In these instances, deliveries to these destinations can be arranged with one of our trusted and designated courier services, or own collection arranged. Please contact us for details if you think you may be effected by this policy.