

Gratnells Ltd

Terms and Conditions of Sale



1 DEFINITIONS

In these conditions 'the Company' means Gratnells Ltd, 'the Customer' means the person firm or company who receives the Company's goods to whom the Company's quotation, invoice or acknowledgement of order is addressed, 'the goods' means the products supplied by the Company to the Customer.

2 APPLICABILITY OF CONDITIONS

- a) The Company concludes contracts for the supply of goods subject only to these conditions.
- b) No variation or qualification of these conditions or of any quotation or contract arising therefrom shall be valid unless agreed by the Secretary or a Director/Partner of the Company in writing.
- c) No order made by the Customer to the Company shall be binding on the Company until accepted by the Company in writing.

3 APPLICATION AND VARIATION OF CONDITIONS

These conditions shall be incorporated in all contracts for the sale of goods by the Company and any provision of the Customer's order which is inconsistent with them shall be of no effect. These conditions cannot be varied without the prior written agreement of the Company stating the variation and referring expressly to the condition which is to be varied.

4 QUOTATIONS

Quotations where given are without commitment and no contract between the Company and the Customer shall arise unless and until the Company has accepted in writing the Customer's order whether placed on the Company's quotation or otherwise.

5 PRICES

Prices contained in a price list, quotation, catalogue etc., are those ruling at the date thereof and are for guidance only. The Company reserves the right to adjust the quoted prices to the prices current on the day of despatch. All prices are subject to VAT at ruling rate.

6 TERMS OF PAYMENT

- a) Strictly nett within 30 days following the date of the invoice for approved accounts only unless otherwise agreed.
- b) For non-approved accounts pro-forma payment or cash with order.
- c) Failure by the Customer to pay in accordance with the terms of contract shall entitle the Company at its option to:
 - (i) Withhold future deliveries until such payment had been made and further payments secured to its satisfaction.
 - (ii) Charge interest at 3% above Barclays Bank plc base rate for each day the amount remains outstanding after the due date.

7 DELIVERY

- a) So far as is reasonably possible the Company will meet quoted delivery dates but such dates are not guaranteed and time shall not be of the essence of this contract.
- b) The Company shall not be liable to make good to the Customer any damage or loss arising directly or indirectly out of delay of delivery of the goods nor will the Company be liable for any consequential or special loss claimed by the Customer including without limitation delay detention loss of time charges or liability to any Third Parties.
- c) The Customer should notify the Company in writing 60 days in advance of the delivery date of any change in previously specified schedules required by the Customer.
- d) Should the Company over deliver goods to the Customer and should the Customer not inform the Company within seven days in writing then the Company may at its option either repossess the excess goods or invoice them and be paid forthwith by the Customer for the excess goods at the price ruling at the date of delivery.
- e) The Company insures all goods until they reach the Customer's premises.

8 PASSING OF TITLE IN PROPERTY

- a) Ownership of the property in the goods supplied shall not pass to the Customer until all monies owing to the Company in respect of such goods have been paid to the Company in full.
- b) In the event of non-payment or of the determination of the contract howsoever it may occur the Company is authorised to enter on to the Customer's premises and repossess those goods where the property is vested in the Company.
- c) The risk incidental to the goods shall pass to the Customer with delivery and the Company will not be liable to the Customer for any loss or damage to the components howsoever occurring after delivery to the Customer.

9 LIEN

Without prejudice to any other rights or remedies of the Company the Company shall have a general lien in respect of all sums owing by the Customer to the Company (whether such sums have become due and payable or not) over all the goods of the Customer in the Company's possession (whether or not any process or service has been applied thereto by the Company) and shall be entitled

upon the expiration of 14 days written notice to the Customer to sell or otherwise dispose of such goods in such a manner as it thinks fit and to apply any proceeds of sale thereof (after deducting any expenses of such sale) or any other consideration received on any such disposal in or towards the discharge of any such sums.

10 WITHHOLDING OF PAYMENT AND SET OFF

The Customer shall not be entitled to withhold payment of any amount payable under the Contract to the Company because of any disputed claim of the Customer in respect of defective goods or any other alleged breach of the contract by the Company nor shall the Customer be entitled to set off against any amount payable under the contract of the Company any sums that are not then due and payable by the Company or in respect of which the Company disputes liability.

11 CANCELLATION OR VARIATION

- a) Cancellation of an order or part of an order can only be made by mutual consent, but where the Company agrees that an order may be cancelled the Company nevertheless reserves the right to levy charges on the Customer for any loss the Company has suffered as a result of that cancellation.
- b) In the event of the Customer altering the requirements of the contract after instructions have been received by the Company the Company reserves the right to amend the delivery time and to charge for any costs incurred as a result of the alteration.

12 GUARANTEE

- a) The Company guarantees the goods against defects in materials and workmanship for a period of 12 months from the date of delivery. Any such defect must be notified to the Company in writing as soon as the defect becomes apparent and the Company agrees to restore defective goods to satisfactory working order or replace the same within the above period free of charge save where such goods are separately covered by another manufacturer's guarantee.
- b) Such repair or replacement will be the absolute limit of the Company's liability and the Company will not be liable in any circumstances whatsoever for loss or damage of any kind suffered by the buyer of any Third Party unless the same shall relate to personal injury or death and only then if the same shall arise out of the Company's negligence. Save as aforesaid the Company shall be under no liability whatsoever in regard to the goods supplied to the Customer.
- c) The Company does not warrant or guarantee that the goods will be fit for the Customer's specific purpose unless exact details of such purpose have been notified in writing to the Company prior to the Company's acceptance of the Customer's order.
- d) Certain Gratnells Frames, Trolleys and Trays are guaranteed against faulty materials or workmanship for a period of 60 calendar months from the date of purchase subject to the following conditions and exceptions:
 - (i) We will repair or replace all products which are shown to be faulty provided that:
 - The alleged faulty product is returned to Gratnells head office together with proof of purchase.
 - The product has not been handled negligently or used otherwise than in accordance with its instructions or recommended use.
 - (ii) This guarantee does not apply to:
 - Faults caused by natural wear and tear including cosmetic damage, scratches, dents, chips or other damages to the finish of your product unless such damage results from defects from materials and workmanship and is reported within 30 days from the date of purchase.
 - Damage resulting from accident, alteration, misuse, abuse, fire, flood, acts of God, improper installation, or use of consumables or cleaning products not suitable for use.
 - (iii) This guarantee does not cover any claims for consequential loss or damage. Your statutory rights are not affected.

13 TRANSIT DAMAGE

Customers should advise the Company of any damaged goods as soon as practicable after delivery and at the latest within 7 days of receipt of the same.

14 NON DELIVERIES

If the Company is not advised of non-delivery within 7 days from date of despatch the Company will not be held responsible.

15 OVER OR UNDER DELIVERIES

Where the Customer makes an order for a specific number of items but the Company is only able to obtain a greater or lesser number than as ordered then the Company shall have the right to supply a varied number than ordered by the Customer and charge for the same pro-rata.

16 ACCEPTANCE

The Customer shall be deemed to have accepted the goods and it shall be conclusively agreed that the goods are in accordance with the contract unless:

- a) within 21 days after receipt of the goods and prior to their use or resale the Customer serves on the Company a written notice specifying any defect in the quality or state of the goods or other respect in which the goods are not in accordance with the Contract which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake or stating why the goods are not otherwise in accordance with the Contract and thereafter provides the Company with a reasonable opportunity of inspecting or testing the goods before they are used or resold.
- b) if any defect in the quality or state of the goods or other respect in which the goods are not in accordance with the Contract

would not be apparent upon careful inspection or reasonable testing the Customer serves on the Company written notice of such defect or respect forthwith upon its discovery and in any event not more than 12 months after receipt of the goods specifying the matters complained of and affording the Company a reasonable opportunity of inspecting the goods before any making good or replacement is undertaken. The Company shall provide such opportunity notwithstanding that the goods may have been incorporated into the property of a third party or are located in on above or under land or premises of a third party.

17 INDEMNITY

The Customer shall indemnify the Company against all actions claims or demands by Third Parties whether in tort or otherwise howsoever arising directly or indirectly in connection with the use functioning or state of the goods (or in connection with the performance of services).

18 INSOLVENCY

If the Customer is adjudicated bankrupt or commits any act of bankruptcy or makes any arrangement or composition with his creditors or (being a company) enters into liquidation (not being a voluntary liquidation for the purposes only of reconstruction or amalgamation) or has a Receiver of its assets appointed the Company may without prejudice to its other rights suspend or cancel deliveries of the components or cease its manufacture.

19 FREE ISSUE PARTS etc

Where any parts components materials articles etc. for incorporation in the goods are issued free of charge to the Company by the Customer or by a supplier nominated by the Customer or where the Customer stipulates that the Company shall purchase such parts etc. from a Third Party nominated by the Customer:

- (i) the Company shall exercise reasonable care in inspecting such parts etc. upon delivery but shall not be liable to the Customer in any circumstances whatsoever for any loss or damage of any description resulting from the non-delivery or late delivery to the Company of such parts etc. or from the failure of such parts etc. to meet the Customer's specification or to be of merchantable quality.
- (ii) the Customer shall indemnify the Company in respect of any loss or damage sustained by the Company (including liability to Third Parties) where such a loss or damage is occasioned by or attributable to the non-delivery to the Company of such parts etc. or the failure of such parts etc. to meet the Customer's specifications or to be of merchantable quality.

20 SUB CONTRACTING

The Company shall be entitled to sub-contract all or any of its obligations hereunder.

21 FORCE MAJEURE

The Company will make every effort to carry out the Contract in accordance with its terms but it shall not be liable for any failure on its part to perform any term of the Contract from any cause outside the Company's control including (but without prejudice to the generality of the foregoing) act of God, war, strike, lock-out or other industrial dispute, fire or flood.

22 LAW AND INTERPRETATION

This contract shall be governed by English law and the Buyer shall submit to the non-exclusive jurisdiction of the English Courts. If any of these conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and no further.

23 WAIVER

The rights of the Company or the Customer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

24 DRAWINGS AND COPYRIGHT

Drawings, sketches, quotations and any other documents supplied by the Company and the copyright therein remain the property of the Company and must not be communicated to Third Parties.

25. USE OF LOGO WITH GRATNELLS PRODUCT PHOTOGRAPHS

Any photographic use of the Company's products, whether supplied by the Company or any other source, shall at all times be accompanied by the Company's logo, positioned such that the products shall be clearly identified as being from the Company.