

FREEWAY TOOLS & FIXINGS – TERMS AND CONDITIONS OF SALE

1. Introduction The following conditions apply to the sale, loan, hire, servicing or repair of Goods supplied by Freeway Tools and Fixings, hereinafter called “the Company”. These conditions supersede any earlier conditions of the Company and apply to all contracts and override all conditions stipulated by the Buyer and any other agreements between the parties relating to the subject matter hereof are hereby terminated. No alterations or addition to, nor exclusion of, any part of these conditions shall be applicable unless in writing by a partner of the Company.

2. Meanings The word “Buyer” shall include Buyer, borrower, hirer, lessees, owner, or any other person who is in charge of the Goods. The word “Goods” shall include all products and equipment including spare parts and other items supplied, serviced, repaired, loaned or hired by the Company.

3. Prices and Terms of Payment Charges for Goods or services supplied shall be paid in full on or before delivery of completion, unless the Buyer has an account with the Company. Where the Buyer has an account, payment shall be made by the end of the month following month of the invoice. If payment is delayed, the Company reserves the right to charge interest on monies outstanding at the rate of 1.5% per month or part month or alternatively, pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998; whichever is the higher sum. The Company may close the Buyer’s account at any time at its discretion.

4. Collection of Account In the event of an account being overdue, the Buyer shall be responsible to indemnify the Company for the costs incurred in collecting the amount, including charges payable to debt collectors, solicitors, etc, on a full indemnity basis. This includes the cost of legal action against the Buyer in order to obtain payment of outstanding accounts. The Buyer is responsible to pay the Company for any bank or other charges incurred by unpaid or returned cheques.

5. Acceptance of Orders The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order, no damages or expenses of any kind shall be payable to the Company.

6. Deliveries Any time named by the Company for delivery is an estimate only. While every effort will be made to deliver on time, the Company will not be liable for the consequences of any delay. Claims for damage in transit or shortages shall be made in writing within seven days of receipt of Goods. Claims for non-delivery shall be made in writing within 30 days of despatch of Goods.

7. Title The property in the Goods shall only pass to the Buyer, notwithstanding physical delivery, when payment for them is made in full by the Buyer. The risk in the Goods shall pass to the Buyer when delivery is made. The Company reserves the right to repossess the Goods to which it has title hereunder and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company’s servants and agents to enter upon all or any of its premises with such transport as may be necessary during working hours. Nothing in this condition shall confer any right upon the Buyer to return the Goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.

8. Specification of Goods; Defects It is the responsibility of the Buyer to examine Goods for defects in materials and/or workmanship which are likely to cause damage or injury. Illustrations, descriptions, weights or measurements are to be taken as a guide only and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract, to make such changes in materials, dimensions and design as are reasonable or desirable.

9. Installation Where assembly of the Goods is not done by the Company, the party assembling the Goods must follow the instructions supplied with the Goods. Failure to do so will invalidate the Company’s liability for damage.

10. Advice, Information and Opinion Advice, information and opinion given by any partner, employee or agent of the Company is given without legal responsibility. Any recommendation or suggestion relating to the use of Goods made by the Company, either in technical literature or in specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability of the Goods for this particular purpose, and he shall be deemed to have done so.

11. Health and Safety For the purposes of the Health and Safety at Work Act etc 1974; Management of Health and Safety at Work Regulations 1992; Workplace (Health, Safety and Welfare) Regulations 1992; The Provision and Use of Work Equipment Regulations 1992; The Personal Protective Equipment at Work Regulations 1992 and all and any other amendments and/or additions, whether statutory, by regulation, order or otherwise relating to the law on health and safety at work; the Buyer undertakes that it will take all necessary steps to ensure so far as reasonably practicable that the Goods will be safe and without risk to health when properly used and acknowledges that responsibility for compliance with any applicable health and safety or fire regulations upon the assembly and installation of the Goods shall lie entirely with the Buyer.

12. Limit of Liability The Company shall not be liable for damage or injury caused by its Goods, or workmanship beyond replacement to the Goods, or work on verification of the Buyer’s complaint, when the Goods are supplied to a territory outside the United Kingdom. The liability of the Company shall not exceed in any event the liability which it would have incurred under the law. The Company shall not be liable for any consequential loss caused by its failure or delay in servicing, repairing or supplying of Goods or equipment, whether the loss arises from the actions or omissions of the Company, its servants, agents or subcontractors.

13. Guarantees Guarantees given shall not be applicable outside mainland United Kingdom, unless expressly stated by the Company in writing. Any guarantee given will be invalidated if the Goods are subject to misuse or accident after the Buyer has taken delivery.

14. Governing Law Any contract between the Buyer and the Company shall be constructed in accordance with the Law of England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof.