

4tress4gates Terms & Conditions of Sale

INTERPRETATION

In these conditions 'the Company' means 4tress4gates or any subsidiary company or agent authorised by them and 'the Purchaser' means the person or persons firm or company purchasing from or doing business with the Company.

The Goods' means all products or services supplied by the Company to the Purchaser whether by means of sale hire rental or otherwise and whether the property of the Company or distributed by the Company as agents for another.

GENERAL

These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.

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 by the Company.

The Company shall in no event be liable for any inaccuracy or misdescription of the Goods or services or for any loss or damage either direct or consequential flowing there from, or from any other cause whatever including any defect whatsoever in the Goods or services notwithstanding any written or oral representations warranty or condition which the Company or their representative or agent may have made or given prior to or in the course of making or purporting to be part of the agreement for sale from which are also excluded all implied warranties and conditions. The Company shall in no event be liable for fundamental breach of the agreement for sale.

In purchasing goods or services from the Company on these terms and conditions the purchaser is deemed to acknowledge that they do not rely upon the skill or judgment of the Company or of its employees or agents as to matters connected with the goods or services.

The Purchaser shall be responsible for choosing suitable secure none loosening fastenings or welding of components to any machinery or further guard or protection to comply with any statutory requirements for safety of machinery, premises, vehicles and general public.

Any complaint about the goods or services supplied including damage or short delivery shall only be entertained by the Company if made within three days of delivery and confirmed in writing within 7 days.

In the event that any clause in these conditions should not be legally enforceable, the remaining clauses shall still apply.

Return of goods will not be accepted from the Purchaser except when they have contacted the Company to obtain authorisation. A credit will not be issued until the goods are returned with the correct quoted returns number and the correct delivery note number. Return of stock goods over 3 months from date of order will not be accepted for return unless authorized by the Company. Non-stocked, bespoke made goods cannot be returned.

All quotations are made, and all orders and contracts are accepted, solely upon and subject to these Conditions of Sale as set-out below. These conditions may not be varied or added to in any way by the person, firm or company to whom the quotation is addressed, or whose order is accepted by the Company, unless such variations or conditions are expressly agreed by the Company in writing.

PAYMENT

The goods shall remain the property of the Company until all monies owed by the Purchaser are paid in full and any cheques cleared.

The risk on the goods shall in any event pass to the Purchaser on delivery or despatch by the Purchaser's nominated carrier.

Any settlement discounts offered are conditional on and subject to the Purchaser paying within the stated terms and may be re-invoiced if payment is not made by the due date.

If in any event or circumstance the Purchaser being a company should be unable to make full payment for any reason for the goods purchased from the Company then the directors shall be jointly and severally liable to personally discharge the debt.

If payment is delayed beyond the agreed terms the Company reserves the right to charge interest on the outstanding balance at the rate of 2% per month or part thereof.

TITEL

If payment in respect of any/all goods or services supplied to the Purchaser is overdue the company may without prejudice to its other rights or remedies reserve the right to recover possession of any goods under an all monies clause whether paid for or not. The company is irrevocably authorised to enter upon any premises owned, occupied or controlled by the Purchaser where the goods are situated and repossess the goods.

The company reserves the right to withhold delivery of the whole or part of any order if payment by the Purchaser is overdue for goods or services previously supplied.

Until the property in the goods passes to the purchaser it shall:

- hold the goods as fiduciary agent and bailee for the company which may, at any time and without prior notice, require the Purchaser to deliver up the Goods to the Company (whether or not the same form part of or are affixed to any products, buildings or other item) and, if it fails to do so forthwith, enter upon any premises or buildings where the Goods may be situated with its representatives and appropriate transport, remove them from any product, building and other item and repossess them. The company will use reasonable skill and care in removing Goods but, subject thereto, the Purchaser will be responsible for and indemnify the Company in respect of all damage to any product, building or other item caused by such removal;
- not sell, part with possession of, use or do anything else inconsistent with the Company's ownership of any of the Goods and will ensure that they are not affixed to or become part of any product or building, are kept separate from any other item, properly stored and protected and clearly identified as the Company's property and are not lost, destroyed or damaged.

Notwithstanding that the goods, or any of them remain the property of the Company, the Purchaser may sell or use the Goods in the ordinary course of their business at full market value, for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Purchaser on the Purchaser's behalf and the Purchaser shall deal as principal when making such sales or dealings. Until the property in the Goods passes from the Company, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company, must not be mixed with other money or paid into any overdrawn bank account and must be at all material times identified as the Company's money.

The Company retains ownership in the goods delivered as against the Purchaser until either the full Purchase price for those goods has been paid or until all debts owed by the Purchaser to the Company have been paid, but if the goods are resold to a sub-buyer, then the Company acquires ownership either of the proceeds of sale or of the right to sue to the Sub-buyer for the proceeds of the sale.

DELIVERY

The company shall not be responsible for delay in delivery owing to matters outside the Company's control.

INTELLECTUAL PROPERTY

All designs, inventions, patents, know how, new technology, improvements and all similar matters made, designed or developed by the Company shall be the sole property of the Company and the Purchaser shall procure at no charge to the Company the execution of any and all papers necessary to perfect the ownership by the Company.

All material, drawings, trademarks, logos, patterns, samples, specifications and other technical data prepared by the Company shall be and shall at all times remain the property of the Company. The purchaser may at times with written permission from the Company be entitled to reproduce and use such data within their own portfolio for specific purposes as agreed and authorized in writing by the Company.

INDEMNITY

The Company shall not be responsible for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods or services or for any damages or personal injuries or other losses, howsoever caused directly or indirectly by the Goods or services provided, to the fullest extent permitted by law.

The Company cannot warrant any product information provided in any promotional material, expressly or implied, and any liability arising from it is expressly excluded. The Purchaser must satisfy themselves as to the suitability of any products or services supplied by the Company and the technical information relating to them, and it is recommended that the Purchaser should conduct their own tests to establish the suitability of any product or services for any application.