#### TERMS AND CONDITIONS OF SALE

## General

These Conditions of Sale ("the Conditions") supplied by Fleet (Line Markers) Limited ("the Company") to a purchaser ("the Buyer") shall be incorporated into each contract ("the Contract") made by the Company for the sale of the Company's goods ("the Goods"). The Company contracts as aforesaid upon such terms are as agreed between the Company and the Buyer and upon terms of the Conditions alone. No conditions or terms of the Buyer shall apply to this Contract. No variation of any of the Conditions shall be effective unless in writing and signed by a duly authorised representative of the Company.

#### **Quotations & acceptance of orders**

a. Subject to Clause 5

**b.** any quotations by the Company remains open for acceptance for 30 days from the date on which the Company sends the quotation to the Buyer unless the quotation specifically refers to an alternative period during which the quotation is rendered, or if the price has not been specified in writing by the company, the price set out in the company's price list (exclusive of Value Added Tax), which is in force on the date the Goods are delivered, shall apply.

**c.** All orders for Goods shall be submitted by the Buyer to the Company in writing or if given orally shall be confirmed by the Buyer in writing not more than 3 days later.

## **Specifications**

If Goods are supplied in accordance with the Buyer's specifications ("the Specifications") the Buyer shall be solely responsible for the Specifications and ensuring that they are accurate.

## Packaging

Packaging for the Goods shall be at the discretion of the Company which shall have the right to pack the Goods in such manner and with such materials and in such quantities as it, in its absolute discretion thinks fit unless detailed packaging instructions are received from the Buyer prior to agreeing a price for the Goods.

#### Price

**a.** All prices shall be as stated by the Company and shall be exclusive of Value Added Tax and delivery charges unless otherwise stated in writing.

**b.** Unless otherwise agreed in writing by the Company all prices shall be subject to variation at the sole discretion of the Company at any time without prior notice but the Company shall notify the Buyer of any variation before delivery of the Goods.

#### Payment

**a.** Liability for payment for the Goods supplied shall arise on delivery (unless an earlier date shall be agreed in writing) and payment in cash is due 30 days from the date of the invoice or as specifically agreed in writing by the Company. Payment shall be due and the Company shall be entitled to sue for the price whether or not property in the Goods has passed by virtue of Clause 10.

**b.** Sums unpaid after the due date shall bear interest until the payment is received at the rate of 5% per annum above the base rate from time to time of Lloyds TSB Bank plc accruing from day to day from the date of delivery until the date of payment in full.

**c.** The Buyer shall pay all costs and expenses incurred by the Company in collecting or recovering any sums due to the Company.

**d.** Without prejudice to any other rights or remedies of the Company, any default of the Buyer in making payment, on the due date, shall entitle the Company (without imposing any obligation on it) to suspend deliveries under the Contract or any other Contract so long as the default continues and to treat the Contract as repudiated (by the Buyer) and determined if the Buyer has not within 14 days of receiving notice from the Company paid all sums due to the Company.

## Delivery

**a.** Delivery shall take place when the Goods are unloaded at or delivered to the Buyer's premises or other delivery location agreed between the Company and the Buyer. If the Buyer col lects or arranges collection of the Goods from the Company's premises, or nominates a carrier for the Goods, delivery shall take place when the Goods are loaded onto the collection carrier's vehicle. The carrier in those circumstances shall be the agent of the Buyer.

**b.** The Company will use its best endeavours to complete delivery on or before any delivery dates requested by the Buyer or estimated by the Company but will not be liable for any delay in delivery.

**c.** The Buyer shall accept immediate delivery or arrange to collect the Goods or arrange suitable storage, failing which the Company may either:

i. effect delivery by what means it thinks the most appropriate, or

ii. arrange storage at the Buyers risk and expense pending delivery; or

**iii.** re-sell or otherwise dispose of the Goods without prejudice to any other rights the Company may have against the Buyer for breach of contract or otherwise.

**d.** Where the Contract provides for delivery by instalments any failure or defect in any one or more instalments delivered shall not entitle the buyer to repudiate the Contract nor to cancel

any subsequent instalments.

e. The Buyer shall not be entitled to reject the Goods by reason only of short delivery.

**f.** The quantity of goods delivered under the Contract shall be recorded by the Company upon despatch from the Company's factory or warehouse and the Company's record shall be accepted by the Buyer as conclusive evidence of the quantity delivered.

**g.** It is the Buyers responsibility to notify the Company if the Goods have not been received by the Buyer within seven days of the date of receipt of the company's invoice thereto. If no notification is made the Buyer shall be deemed as to have received the goods.

**h.** If the buyer requests goods to be left in a desired location and are unable to sign for delivery, the goods will be left at the buyers risk.

#### **Examinations & Claims**

**a.** The buyer shalt, upon delivery, examine the Goods and promptly (but in any event within seven working days of delivery) notify in writing the Company and the carrier, where relevant of any damage, defect or shortage.

**b.** Claims in respect of damage, defects or shortage not apparent on examination under (a) must be notified in writing to the Company within twenty-one days of the date of delivery.

**c.** Notification under (a) and (b) above shall first be made by telephone then by notice in writing to Fleet (Line Markers) Limited, Spring Lane Industrial Estate, Malvern, Worcestershire, WR14 1AT. In default of such notification the Company shall, subject to any claim which the Buyer may have under the Warranty referred to in clause 9 be deemed conclusively to have performed properly its obligations under the Contract.

#### Warranty

**a.** The Company warrants that at the date of delivery the goods are reasonably free from defects in materials or workmanship and are fit for purpose made known to the Company prior to the acceptance of the order. The Warranty will be valid provided the Buyer has given the Company written notice and satisfactory proof of any defect promptly upon delivery of such defect in accordance with 8(a) and (b) above.

**b.** The Company's obligation to the Buyer under the Warranty shall not apply:

**i.** to damage caused by the Buyer's or any third party's act, default or misuse of the Goods or by failure to follow any instructions supplied with the Goods.

**ii.** if the Goods have been stored, handled or applied in such a way that damage is likely to occur.

**c.** Subject to (b) above the Company shall as its sole option replace or refund the purchase price for the Goods so found to be defective.

**d.** Save for liability of death or personal injury arising from the Company's negligence (which if proved is not excluded) the Company's obligation to refund or replace as aforesaid shall constitute the full extent of the Company's liability. The Company shall not be liable for any consequential, economic, direct or indirect loss suffered by the Buyer arising therefrom in excess of a sum of  $\pounds 10,000$ .

**e.** The cost to the Company of and, incidental to, the return by the Buyer to the Company of any of the Goods delivered hereunder shall, except to the extent that the Company has accepted responsibility hereunder, be the responsibility of the Buyer, the Buyer shall indemnify the Company against any such costs including (but without limitation to the generality of the foregoing) costs of transport and testing or any other cost or loss to the Company arising therefrom.

## **Returns & Refunds**

We want you to be perfectly satisfied with your purchase. If you are not satisfied for any reason, you must contact us by email at sales@flmuk.com within (7) days of receiving the item to receive authorization to return the item. Items returned without authorization will not be accepted and returned to sender.

Refunds for items that are defective or that were not described accurately will include both the incoming and outgoing shipping charges, However, buyers returning items because of buyer's remorse will be refunded the purchase price minus a 25 PERCENT restocking fee and neither the incoming or outgoing shipping charges.

Returned items must be returned in similar packaging and via the same shipping method by which it was shipped to the customer. Itemsreturned are to be in the same condition as when they were sold and shipped or this guarantee is void. A copy of the original sales invoice or delivery note must accompany all returns with the return authorization number printed in plainsight. All returns should be shipped with sufficient postage and insurance for the buyer's protection. If items are not returned as per the above, the item will be returned to sender and no refund will be issued.

In order for any monetary or store credit to be given, the item being returned cannot show any signs of being used nor can it be altered in any way to meet any order specifications you may have requested.

# **Property & Risk**

**a.** Risk shall pass to the Buyer on delivery and the Goods should be insured accordingly.

**b.** Property (both legal and beneficial) in the Goods shall remain in the company until all sums owing to the Company have been paid in full.

#### Breach by or insolvency by the buyer

**a.** If the Buyer shall not comply with any of its obligations to the Company the Company shall have the right forewith to terminate the Contract but without affecting any other claim,

right or remedy of the Company against the Buyer.

**b.** If the Buyer becomes unable to pay its debts or is the subject of any order or appointment made under the Insolvency Act 1986 or ceases, or threatens to cease, to carry on business or the Company reasonably considers that any such events are about or likely to occur in relation to the Buyer and notifies the Buyer accordingly then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled forthwith to terminate the Contract.

## **Cancellation, suspension & Termination**

**a.** If the Buyer shall purport to cancel the whole or any part of the Contract the Company may by notice in writing to the Buyer elect to treat the Contract as repudiated and the Buyer shall thereupon be liable to pay to the Company by way of liquidated damages a sum equal to all the expenses incurred by the Company in connection with the Contract including an appropriate amount in respect of administrative costs and losses of profit. The Company's reasonable estimate of the expenses incurred shall be final and binding on the parties.

**b.** If for any cause whatsoever beyond its control the Company is unable to make any delivery on the applicable delivery date or perform any of its obligations under the Contract the Company may by notice in writing to the Buyer terminate the Contract or suspend the Contract without liability for any loss or damage thereby incurred by the Buyer.

#### **Export sales**

**a.** Unless otherwise specifically agreed between the Company and the Buyer all Export Sales shall be made C.I.F to the Buyer's premises and the Company's prices set out in its Price List shall be increased to cover the Company's costs in making such deliveries.

**b.** The Buyer warrants that if an Import Licence or permit is required for the importation of the Goods into the country or destination than such Import licence or permit has been obtained or will be obtained prior to shipment.

## Force majeure

**a.** In so far as the performance of the Contract may be affected by any strike, any lack of available shipping or transport materials and restriction regulation or decree by any local or municipal authority or governmental department or by any cause beyond the Company's reasonable control (which shall be construed without reference to the proceeding clauses) the Company may elect as its absolute discretion either: (i) to terminate the Contract: or (ii) to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances. b. In the event that the Company makes an election under clause 14(a) the Buyer shall accept the Goods or such part of them as are delivered to it notwithstanding any delay.

## **Proper Law**

The Contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law and shall be subject to the jurisdiction of the English Courts.

## Goods on loan or on hire

The Buyer acknowledges that all goods on loan or hire from the Company must be used and cared for or transported in accordance to the relevant instructions provided by the Company. It is the Buyers obligation to ensure that all users or people who work in the vicinity of the goods are familiar with these instructions. Special attention must be made to all health and safety issues regarding the goods. A risk assessment must be carried out by the buyer, to cover any possible risks in use and possible misuse. The buyer will compensate the company for any damage or loss in connection to the goods. This will be to the full cost of repair or replacement.

# Free upgrades

(a) Free upgrades apply to any Ki, Kombi, Fastliner or Transfer Wheel machine purchased after 13/04/2015. (b) Upgrades are based on the life of machine model. (c) All collection and delivery charges apply. (d) Labour is chargeable at standard workshop rate (currently set at £45.00 per hour). (e) Should parts be sent out for customers to fit, Fleet accept no responsibility for damage that may occur to the machine or parts themselves. (f) All other Fleet Terms & Conditions apply.

# Title of goods

Upon delivery of the Goods the Buyer shall hold the goods solely as bailee for the Seller and the Goods shall remain the property of the Seller until such time as the Buyer shall have paid the Seller and the Seller shall have cleared funds for the full purchase price thereof. Until such time the Seller shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Buyer hereby grants a licence to the Seller its employees and agents with appropriate transport to enter upon the Buyers premises and any other location where the Goods are situated and remove the Goods.