

PF13

TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1 The "Buyer" means the person who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means Dropzone (UK) Limited who may use the trade name POWERFAN®.
- 1.3 "Conditions" means the Conditions of Sale set out in this document.
- 1.4 "POWERFAN® Appointed Representative" means a person or organisation who is approved by POWERFAN® to sell POWERFANS®, manage the installation of POWERFANS®, manage the training of instructors to operate POWERFANS® and to carry out the maintenance and inspections of POWERFANS® as recommended in the POWERFAN® installation, inspection and maintenance manual.
- 1.5 "Competent Installer" means a person who has appropriate qualifications and experience to enable them to carry out this task.
- 1.6 "Competent Instructor" means a person who has appropriate qualifications and experience to enable them to carry out this task.
- 1.7 "Normal Working Conditions" means any conditions which will not unreasonably shorten the expected working life of a POWERFAN®.
- 1.8 "Goods" means the POWERFAN® and/or other goods to be supplied.

2. Conditions

- 2.1 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions. No other terms and conditions of the Buyer or otherwise shall apply.
- 2.2 Any amendments to these terms and conditions shall only be effective if they have been confirmed in writing and signed by a Director of the Seller.
- 2.3 The Buyer shall be a POWERFAN® Appointed Representative or a Competent Installer and if not confirms that it has taken professional advice from a POWERFAN® Appointed Representative or a Competent Installer before purchasing a POWERFAN® or other equipment and agreeing to these terms and conditions.
- 2.4 The Buyer shall ensure that the POWERFAN® or associated equipment is only installed by a competent installer.
- 2.5 The Buyer shall ensure that the POWERFAN® or associated equipment is only used under the supervision of a Competent Instructor.
- 2.6 The Seller alone shall determine whether or not a POWERFAN® or associated equipment has been exposed to anything other than normal working conditions.

3. Prices

- 3.1 The price of Goods shall be that on the Seller's web site.
- 3.2 Should a product's price change between receipt of order and dispatch the Buyer will be notified and given the opportunity to cancel the order and receive a full refund or pay the new price.

- 3.3 All prices are exclusive of VAT and charges for packing, postage and carriage. Prices do not include any costs associated with installation or training.
- 3.4 Goods will not be dispatched until payment has been made in full.

4. Warranty and Liability

- 4.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.
- 4.2 POWERFAN® will guarantee the POWERFAN® PF13 Model for 2 years from delivery - subject to it being used under Normal Working Conditions with the following exceptions and conditions:
 - 4.2.1 That the POWERFAN® is installed, inspected, operated and maintained in accordance with POWERFAN® recommendations. The Buyer understands that there are costs which it shall be responsible for associated with the recommended installation, inspection, operation and maintenance in terms of labour, materials and if necessary carriage.
 - 4.2.2 Damage that can reasonably be attributed to fair wear and tear and corrosion.
 - 4.2.3 That the number of descents (displayed on the integrated POWERFAN® counter) is logged on the dedicated POWERFAN® web site at least every 2 months (zero descents must also be logged).
 - 4.2.4 That the POWERFAN® on line service log book is updated within 2 weeks of any service.
 - 4.2.5 Damage caused as a consequence of improper use or installation is not included.
 - 4.2.6 Damage caused by anything other than POWERFANNING™ activity is not included.
 - 4.2.7 The DROPE™ Assembly is replaced within a maximum of 20,000 descents or 12 months (whichever occurs the soonest).
 - 4.2.8 The Rewind Spring is replaced within a maximum of 12,000 descents or 12 months (whichever occurs the soonest).
 - 4.2.9 Counter Assembly is not included.
- 4.3 Other Goods are guaranteed for 12 months from delivery against faulty materials or workmanship.
- 4.4 The Seller's total liability under the guarantee in Conditions 4.2 and 4.3 shall at its option be to repair or replace the faulty part at its cost or refund the price paid.
- 4.5 While every effort is made to ensure that the product specifications on the website are accurate, inevitably there will be a delay before the product descriptions are updated reflecting these changes. It is highly recommended that an evaluation of the chosen product(s) is carried out to ensure that it meets functional requirements prior to purchase.

POWERFAN® is a trading name of **Dropzone (UK) Ltd** Everley Blandford Dorset DT11 8PT UK
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Registered in Cardiff: Company No: 05276043 VAT No: 890 2466 11 Registered address: 2nd Floor Jonsen House 43 Commercial Road Poole Dorset BH14 0HU UK

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5. Delivery

- 5.1 Subject to availability Goods supplied within the UK will normally be delivered within 5 working days of receipt of order.
- 5.2 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date or receive a full refund.
- 5.3 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 5.4 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6. Ownership and Risk

- 6.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.
- 6.2 Property in the Goods shall remain with the Seller until it has been paid in full for such Goods and any other Goods supplied.
- 6.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary Appointed Representative and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property but may resell or use the Goods in the ordinary course of its business.
- 6.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Buyer shall deliver up the Goods to the Seller on demand and, if the Buyer fails to do so immediately, the Seller may enter any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 6.5 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller immediately if the Goods are damaged or do not comply with any description. If the Buyer fails to do this he is deemed to have accepted the Goods. The Goods should be opened and inspected by a Competent Installer.
- 6.6 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either:
 - a) retained by the Buyer for a reasonable period to enable the Seller or its Appointed Representative to inspect or collect the Goods or
 - b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

7. Cancellation and Returns

If it is agreed that the Goods are to be returned then the Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.

8. Force Majeure

In the event that the Seller is prevented from carrying out its obligations as a result of any cause beyond its control such as but not limited to acts of God, war, strikes, lock-outs, flood and failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities for as long as such fulfillment is prevented.

9. No Waiver

The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

10. Liability

- 10.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 10.3 Subject to Condition 10.4 and save for death or personal injury caused by its negligence the entire aggregate liability of the Supplier for any act or omission whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), or otherwise shall not exceed the price of the Goods.
- 10.4 The liability of the Supplier for damage to tangible property shall not exceed £3m.
- 10.5 The Supplier shall not be liable for loss of profit, loss of business, increased costs, loss of goodwill, or any indirect, consequential or special loss or damages.

11. Termination

11.1 If:

- 11.1.1 the Buyer fails to make any payment when due or breaches any provision of these Conditions;
- 11.1.2 or is or becomes insolvent or the Seller reasonably apprehends that the Buyer is or is about to become insolvent the Seller may cancel the supply of the Goods or suspend any further deliveries without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.3 These Conditions constitute the entire agreement between the Seller and the Buyer concerning the supply of the Goods and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).
- 11.4 The Seller's rights are cumulative and in addition to any rights available to it at common law.
- 11.5 The Contract shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English and Welsh courts.
- 11.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply.

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