



Standard Conditions of Sale

1. DEFINITIONS

- (A) The Company means R82 UK Limited.
- (B) The Purchaser means the other party to a contract for the supply of goods or services by the company.
- (C) Goods means the goods or services supplied by the Company to the Purchaser.

2. GENERAL

- (A) The following General Conditions of Sale and any Special Conditions agreed to in writing by an authorised representative of the Company shall apply to and form the basis of all contracts for the sale of the Company's Goods and/or services.
- (B) The Company's quotation is merely an invitation for an order subject to these Conditions and no contract will result until the Company has confirmed such order in writing by an authorised representative of the Company. Such contract will incorporate and be subject to these conditions.
- (C) No qualification or variation to these Conditions shall apply to the sale and purchase of the Goods unless expressly accepted in writing by an authorised representative of the Company. By making an order subject to acceptance of the Conditions the Purchaser acknowledges that these conditions shall prevail over any qualification or condition purported to be imposed by the Purchaser or any previous course of dealing between the Company and the Purchaser.
- (D) All quotations made and all orders accepted by the Company are subject to the following conditions.
- (E) Quotations shall be available for acceptance for a maximum period of 30 days unless otherwise agreed in writing from the date of quotation and may be withdrawn by the Company within such a period at any time by written notice.

3. PUBLICATIONS

- (A) All descriptions and illustrations contained in the Company's catalogues, price lists, advertising matter and other publications are to present merely a general idea of the Goods described in them and shall not form part of a contract unless specifically incorporated therein by written agreement between the Purchaser and the Company.
- (B) The Company reserves the right to update any specification of Goods (including any spare parts supplied) without prior notice to the Purchaser.

4. ORDERS

The Company may accept verbal orders but such orders must be confirmed in writing within twenty-four hours by the Purchaser, marked 'confirmation'. Any order not so marked will be treated as a fresh order and the Purchaser shall be bound to meet the full cost of any resulting duplication.

5. CANCELLATION/RETURN OF ORDERS

No cancellation of any orders will be effective unless in writing and accepted by the Company. The Company reserves the right to refuse to accept any cancellation and in particular no cancellation will be accepted of orders for goods and/or services to special requirements or not normally stocked by the Company or if the manufacture or obtaining by the Company of such Goods and/or services is in progress of being completed. Items returned to the company shall be delivered in good condition in its original packaging at the expense of the purchaser and shall be subject to a restocking charge of 25% of cost. Any items returned in a damaged condition shall be charged at full cost.

6. PRICES

- (A) All prices quoted in the Company's price schedules are subject to revision without notice and do not constitute an offer for sale at prices shown.
- (B) All Goods will be charged at prices current at the time of despatch unless the Company's provisional quotation has been confirmed in writing after receipt of the Purchaser's order when such quotation will apply.
- (C) If any alteration to the design or specification of the Goods ordered is requested by the Purchaser and agreed by the Company an appropriate alteration in the price for the Goods may be made by the Company.
- (D) Where appropriate goods supplied for individual disabled persons may be eligible for VAT exemption but VAT may be charged in the event of a change on the law. The Company will require a signed declaration of disability.

7. CREDIT ACCOUNT (WHERE APPROPRIATE)

Credit Accounts may be opened by the Purchaser on furnishing the Company with three trade references and a Banker's reference satisfactory to the Company. The Company reserves the right to ask for cash payment on or before delivery of Goods and/or services whether or not a credit account has been opened for the Purchaser. Purchasers not having a credit account will be required to pay on a pro-forma invoice basis.

8. SALE OR RETURN

- (A) Goods are not supplied by the Company on sale or return unless expressly agreed in writing at the time of ordering.
- (B) Items returned to the company shall be delivered in good condition in its original packaging, returned Goods not deemed to be defective will be subject to a 25% restocking charge. Any items returned in a damaged condition will be charged at full cost.

9. TERMS OF PAYMENT

- (A) Payment on credit account shall be due 30 days from date of invoice.
- (B) If not subject to credit terms all Goods must be paid for upon delivery unless otherwise agreed in writing with a Company representative.
- (C) Payment for equipment installation will be subject to special conditions detailed in the quotation.
- (D) Unless otherwise agreed the Company may deliver by instalments and invoice each instalment of Goods at the time of despatch.
- (E) The Purchaser shall not make any deduction from the invoice price of Goods on account of any off set or claims unless both the validity and the amount thereof have been admitted by an authorised representative of the Company in writing.
- (F) Overdue payments will be subject to the addition of interest which will be calculated and charged at 4% above the Bank of England's base lending rate.

10. DELIVERY

- (A) The Company will endeavour to deliver the Goods or service as arranged with the Purchaser and delivery dates are given as accurately as possible but cannot be guaranteed. The Purchaser shall not be entitled to cancel the order or to claim damages if the Company is not able to deliver on the delivery date arranged.
- (B) Alterations to the order or instructions by the Purchaser may result in delay in delivery.
- (C) The Company will endeavour to comply with reasonable requests by the Purchaser for postponement of delivery or service but shall be under no obligation to do so and may charge the Purchaser with reasonable charges for storage or time wastage.
- (D) The Purchaser must ensure the provisions of the Company of adequate access to the point at which delivery or service is to take place and all other facilities and services necessary to enable the Company to deliver in accordance with the Purchaser's requirements.
- (E) The Customer will be required to sign a checklist on delivery of the goods and where appropriate a service satisfaction note.

11. NON DELIVERY AND RETURNS

- (A) Liability for non-delivery of Goods will not be accepted by the Company unless it is notified in writing within ten days of the date of the invoice.
- (B) The Purchaser shall inspect the Goods immediately on delivery. Any shortages, breakages or defective Goods must be reported in writing to the Company within five days of delivery. If the Purchaser does not give notice within such period the Goods shall be presumed to have been accepted by the Purchaser.
- (C) If the Company accepts the Purchaser's claim under (B) above it shall be bound to repair or replace the Goods or at its options to allow the Purchaser credit in respect of the Goods in the subject of the claim. The Company shall not be liable for any further claims for direct, indirect or consequential damage or loss and its sole obligation shall be the making of such repair or replacement or giving of credit as aforesaid.
- (D) The obligations provided to be discharged hereunder by the Company are undertaken and shall be accepted by the Purchaser in lieu of and to the exclusion of all conditions and warranties or implied statutory or otherwise relating to the contractor sale of the Goods provided that nothing in the Condition shall exclude or restrict any liability of the Company for
 - (i) death or personal injury resulting from the negligence of the Company or its servants or agents
 - (ii) the breach of its implied undertaking as to title
 - (iii) where the Purchaser deals as a consumer within the meaning of the Unfair Contract terms Act 1977) any liability of the Company for breach of its implied undertaking as to conformity of the Goods with descriptions or sample or as to their quality or fitness for a particular purpose.

12. DIMENSIONS AND TECHNICAL DATA

- (A) The Company reserves the right to alter or change the specification of the Goods supplied within reasonable limits without notice to the Purchaser subject to the manufacturer's changes and alterations to products.
- (B) All figures, speeds, measurements, capacities and other technical information and data contained in the manufacturer's advertising sales and technical literature are based in trials under conditions and are provided for general guidance only.
- (C) The Company may warrant the exact specification of Goods supplied if so required by the Purchaser, but to be valid such warrant must be agreed in writing by the Company in advance of the order.

13. WARRANTY

- (A) This warranty does not affect the statutory rights of the Purchaser but if the Purchaser wishes to have the benefit of the Company's warranty conditions the Purchaser must comply with the procedures set out below.
- (B) In the event of a defect in the Goods supplied becoming apparent within a period of 12 months from the date of purchase depending on the manufacturer's terms of warranty the manufacturers of the equipment shall establish the claim either itself or by an authorised dealer/repair agent and will effect any necessary repair or replacement of parts free of charge on condition that the Purchaser complies with the following provisions of this warranty.
 - (C) Any part repaired or replaced during the manufacturer's specified period for the complete product is warranted for the duration of that period.
 - (D) The arrangement for repairs and service will be notified to the Purchaser by the Company and will be confirmed at any time on request.
 - (E) ON A DEFECT OCCURRING DURING THE WARRANTY PERIOD THE PURCHASER MUST NOTIFY THE COMPANY IMMEDIATELY GIVING FULL INFORMATION AS TO THE PROBLEM AND NO USE BE MADE OF THE GOODS AND NO ALTERATION OR UNAUTHORISED REPAIRS MADE TO THE GOODS PRIOR TO INSPECTION BY THE DESIGNATED REPAIRER.
 - (F) If the Purchaser is operating the goods away from the locality of the Company the Purchaser must contact the Company to obtain the name and address of another repairer authorised by the Company.
 - (G) Items of a consumable nature will not normally be covered during the 12 months warranty period unless such items have suffered undue wear as a direct result of any original manufacturing defect. These items include amongst others lubricants, motor bushes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will be covered by the warranty only where they have been charged and maintained fully in accordance with manufacturer's recommendations.
 - (H) Under normal circumstances no responsibility will be accepted where the goods have required repair or replacement as a direct result of:
 - (i) The Goods or part not having been maintained and serviced in accordance with the manufacturer's recommendations where such exist and using only the specified original equipment parts.
 - (ii) The Goods or parts having been damaged by neglect, accident or improper use.
 - (iii) The Goods or parts having been altered from the manufacturer's specifications, or repairs having been attempted prior to the designated repairer being notified.
 - (iv) Fair wear and tear.

14. PROPERTY AND RISK

- (A) Until the Company has been paid in full the Goods shall remain the sole and absolute property of the Company as legal and equitable owner.
- (B) In the event that delivery of the Goods shall be made to the Purchaser prior to the passing of title the Purchaser shall be in possession of the goods solely as bailee for the Company until such time as the full price is paid to the Company.
- (C) Notwithstanding that title to the Goods shall remain with the Company the Goods shall be at the risk of the Purchaser as soon as they are delivered by the Company to premises or otherwise to the order of the Purchaser. The Purchaser will insure to their full value any Goods wherein the risk but not the title has passed to it and indemnify the Company for loss to or destruction of any such goods. Any insurance monies payable in respect of such Goods shall be held in trust for the Company.
- (D) Until title has passed the Purchaser shall be bound at the request of the Company to deliver up the Goods to the Company and for such purpose the Company may at any time (and whether or not the Purchaser shall be in default in making payment under the Contract) in its absolute discretion recover from the Purchaser's possession and for the purpose of such recovery the Company's servants and agents may enter upon land and dwellings upon or within which the Goods are situated.
- (E) The Company agrees to permit the Purchaser to dispose of the goods in the course of its business as agent of the Company and to pass good title to the Goods to its customers being a bona fide purchaser for value without notice to the Company's rights provided that such permission may be revoked at any time by notice by the Company and shall automatically and without notice be revoked upon the Purchaser committing an act of bankruptcy or upon the commencement of liquidation proceedings compulsory or voluntary of the Purchaser or the appointment of a receiver over any part of the Purchaser's assets. In the event of such disposal the Purchaser shall account to the Company for the proceedings as fiduciary owner thereof and pending its so doing shall be bound to retain such proceeds on trust for the Company notwithstanding that the period of credit allowed to the Purchaser hereunder may not then have expired and the Company shall have the right to trace the proceeds thereof but the Purchaser may retain any excess of such proceeds over the amount outstanding under this Contract.
- (F) (i) without prejudice to the provisions of sub-cause (A) above the Company consents to the use of the Goods by the Purchaser in the assembly of some other goods incorporating the Goods ('the Assembled Goods') notwithstanding that title in the Goods shall not have passed to the Purchaser provided that such assembly does not result in the Goods being changed by any manufacturing process and the Goods may be recovered by disassembly of the Assembled goods.
 - (ii) In the event of the Goods becoming incorporated in Assembled Goods the provisions contained in sub-clauses (D) (E) and (F) of this clause shall apply to the storage the retaking and the sale and proceeds of the Assembled Goods but so that the Company's rights shall not in any event be extended beyond the ownership of the goods forming a part of the Assembled Goods and the right to retake the Goods (without liability for any loss to the Purchaser resulting from the disassembly of the Assembled Goods) and to so much of the proceeds of sale thereof as is attributable to the Goods.
- (G) If the Purchaser has not received payment for a disposal under (F) above then the Purchaser shall upon notice in writing by the Company assign to the Company all its rights against its customer in respect of that disposal.
- (H) In the event that the Company exercises its right of ownership so as to recover possession of the Goods or any of them the risk in the Goods retaken shall revert to the Company its servants or agents and the Company shall have full and unencumbered right to dispose of the Goods free of any rights whatsoever on the part of the Purchaser to the Goods or the proceeds of the sale thereof.

15. LIEN

The Company shall have a general lien against the Purchaser of any goods of the Purchaser for the time being in the possession of the Company for amounts under this Contract. If any lien is not satisfied within (three months) of any payment aforesaid becoming overdue the Company may sell such goods as agents for the Purchaser and apply the proceeds towards the monies due and the expense of the sale and shall upon accounting to the Purchaser for the balance remaining (if any) the discharge from all liability whatsoever in respect of such goods.

16. FORCE MAJEURE

The Company shall not be under any liability to the Purchaser in respect of any failure to perform or delay in performing any of its contractual obligations to the Purchaser attributable to any cause whatsoever nature beyond the Company's reasonable control and no such failure or delay shall be deemed for any purpose of these conditions to constitute a breach of contract.

17. HEALTH AND SAFETY AT WORK

The Goods are sold on the basis that in accepting them the Purchaser undertakes to the Company as follows 'We undertake to make available to those persons who will use these products all information concerning the products which we shall receive from the retailer or manufacturer and we further undertake to take measures to ensure that such information is utilised to ensure so far as is reasonably practicable, that products will be safe and without risk to health when properly used.'

18. TERMINATION

Without prejudice to any rights of the Company the Company may determine the Contract governed by these conditions if:

- (A) The Purchaser shall fail to take delivery of the Goods when required to do so or shall after due warning commit any serious breach of its obligations under any contract with the Company, or
- (B) Any distress execution or other legal process is levied upon any of the Purchaser's assets, or
- (C) The Purchaser shall stop payment, make any arrangements or compensation with its creditors, commit or continue any bankruptcy or (being a corporation) shall enter any liquidation or have a winding-up petition presented against it or call a meeting of its creditors or suffer the appointment of a receiver in respect of any part of its undertaking or assets.

19. LEGAL CONSTRUCTION

Every Contract to which these Conditions apply shall be construed and take effect in accordance with the Laws of England and the parties shall accept then exclusive jurisdiction of the English Courts.