

ARMATOOL

Tel: 01737 770881 Fax: 01737 770895
VAT No. 367 4543 28

Armatoool Distributors Limited
74B Holmethorpe Avenue
REDHILL, Surrey RH1 2NL

1 Conditions

1.1 'Conditions' means the terms and conditions set out in this document and any special terms and conditions we agree in writing.

1.2 These conditions apply to all contracts for the sale of goods by us, to the exclusion of all other terms and conditions which the customers may purport to apply under any purchase order, conformation of order or similar document.

1.3 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Armatoool.

2 Orders

2.1 All orders for goods shall be deemed to be an offer by the customer to purchase goods pursuant to these conditions.

2.2 Orders that we have acknowledged in writing may not be cancelled. Other orders may not be cancelled unless we fail to deliver the goods within 28 days if the date of order.

3 The price and payment

3.1 If we give a written quotation, the price for goods will be as quoted in respect of orders we receive within 30 days of the quotation date. In all other cases, the price will be as stipulated in our published price list current at the date of delivery.

3.2 The price is exclusive of VAT which shall be due at the rate of ruling on the date of invoice.

3.3 We will open a ledger account for a customer on receipt of satisfactory references from a blank and two trade referees. If a ledger account is opened, payment is due before the last day of the month following the month of delivery.

3.4 If a customer has no ledger account, payment is due before delivery.

3.5 Interest on overdue invoices accrues from the date when payment is due until the date of payment at a rate of 4% above National Westminster Bank Plc's base rate from time to time in force both before and after any judgement.

4 Warranties and liability

4.1 Goods are not sold by sample, but we warrant that goods will at the time of delivery correspond to any description we give.

4.2 Goods which are not manufactured by us will be sold with the benefit of any manufacturer's guarantee which is capable of being passed to the customer.

4.3 We will replace or, at our option, repair any goods which are not of satisfactory quality and which are returned to use complete within 14 days after delivery.

4.4 Except as mentioned above all other warranties, conditions or terms relating to fitness for purpose, quality or condition of

the goods, and whether implicated by statute or common law or otherwise, are excluded.

4.5 Under no circumstances will we be liable for any consequential loss or damage.

4.6 Goods are supplied for their recommended use only. No responsibility can be accepted for any fault or injury caused by improper use.

5 Delivery

5.1 We will deliver goods as soon as possible, but will not be liable for late or short delivery.

5.2 Unless otherwise stated in our quotation, the price includes the cost of delivery to the customer's UK address. However carriage will be payable by the customers as an addition to the price in the case of wholesale orders for less than £200.00 (excl VAT) and for dealer orders for less than £75.00 (excl VAT).

5.3 The method of transport will be selected by us, unless otherwise agreed, but carriage will be at the customer's risk, and subject to the carrier's normal terms and conditions.

5.4 Any damage or discrepancy must be notified to us and the carrier in writing within 3 days of delivery where carriage is by rail or road transport, and within 24 hours in other cases.

6 Acceptance of the goods

6.1 The customer shall be deemed to have accepted goods 48 hours after delivery. After acceptance the customers shall not be entitled to reject goods which are not in accordance with the contract.

6.2 Where the customer rejects any goods he shall have no further rights whatever in respect of the supply of such goods or our failure to supply goods which conform to the contract.

7 Title

7.1 In spite of delivery having been made, property in the goods will not pass from us until the customer has paid the price in full.

7.2 Until property in the goods passes to the customers, the goods shall be held on a fiduciary basis as bailee for Armatoool, and shall be stored separately from all other goods and marked in such a way that they are clearly identified as the property of Armatoool.

7.3 Until property in the goods passes from us, the customers shall upon request deliver up the goods to Armatoool, and we may enter any premises owned occupied or controlled by the customer and repossess the goods.

8 Proper law of contract

This contract is subject to the law of England and Wales