



## QUANTICK SAFETY SYSTEMS LTD

### Terms & Conditions Of Sale

**1. Conditions Applicable**

These Conditions of Sale apply to contracts for the sale of goods and services by us, Quantick Safety Systems Ltd and you, the customer to the exclusion of all other terms and conditions. Any order from you gives rise to a binding contract with us only when we have notified you in writing that the order is acceptable or when we have made delivery of goods or provision of service to you (if sooner).

**2. Quotations**

All quotations issued by Quantick Safety Systems Ltd are valid for a maximum of 60 days from date of quotation. Quantick Safety Systems Ltd shall not be bound by quotations containing errors and/or omissions.

**3. Specifications**

All specification, illustrations, drawings and images, etc., are given as a general idea of the goods described and do not form part of a contract. Quantick Safety Systems Ltd reserves the right to incorporate changes or make substitutions without prior notice.

**4. Prices**

Quoted prices exclude V.A.T. per the rate ruling at the time of the quotation. Every effort is made to charge the prices as published in our list ruling at the date of order however, we reserve the right to increase/decrease the price payable for goods without prior notice. Prices are ex-works and exclude carriage which is charged at cost on all orders, unless otherwise agreed in writing.

**5. Delivery & Packaging**

- a) Delivery dates are estimates only and we shall not be liable for any delay, loss or damage resulting from any act of God, war, riot, conditions of weather, industrial action or any other event beyond our control.
- b) We reserve the right to deliver goods by instalments with each instalment being treated as separate contract.
- c) Risk in goods will pass to you on delivery and you should insure accordingly.
- d) Goods will be delivered at the point most convenient to our carrier. Further transfer within your premises, particularly of large or heavy items, must be arranged prior to delivery and will be charged extra.
- e) Goods will be despatched in packaging that is appropriate to the order type, which may include palletisation or similar. It is your responsibility to ensure the availability of suitable off-loading equipment and safe off-loading space.

**6. Installation & Site Surveys**

- a) All work relating to installation is quoted for on the understanding that the installation site will be clear and ready for us to undertake the work. Any delays or cancellations to an installation that are caused by factors not of our making or for reasons beyond our control, will be charged to you in accordance with the expenses incurred.
- b) You must give a minimum of 48 hours notice if it becomes necessary to cancel an installation/site survey. Failure to do so will result in you being charged 50% of the quoted/expected installation charge.

**7. Claims**

- a) Claims for loss, non-delivery, short delivery, damages or non-compliance of goods must be notified in writing to us within 3 days of the delivery date. Returned goods must be packed in the original packaging. Claims will only be considered if these conditions are met. Our liability shall be limited to the free replacement of the proportion of the delivered goods proven to be attributable to non-delivery, short delivery, damage or non-compliance. At our discretion, a monetary refund may be made in lieu of free replacement.
- b) Goods are not sold for any particular purpose. We shall not be liable for any indirect or consequently loss arising out of or in connection with the sale of goods to you.
- c) Wherever possible, all orders will be fulfilled from a single stock/manufacturing batch to ensure product consistency. In the event of additions or subsequent orders for a given product, we cannot guarantee absolute consistency between supplies. This does not affect our standard quality controls.
- d) The wearing characteristics and service life of all of our products will differ depending upon the type of product and the type of environment. No wear guarantees are offered or implied unless a detailed traffic analysis has been made prior to supply and a specific guarantee document issued.

**8. Payments**

- a) In the absence of a credit account, all orders will be accepted on a pro-forma or cash on collection/delivery basis.
- b) Any agreed credit accounts are strictly subject to net payable within 30 days from date of invoice. No set-off, discounts or deferrals allowed for any reason.
- c) Where only part of an order has been despatched, payment will be due (in accordance with the above) for that part of the order.
- d) Payment by cheque will be treated as received only when we are in receipt of cleared funds. In the event of late payment, we reserve the right to charge interest at the daily rate of 5% per annum above the rate of Nat West Bank plc, both before and after judgement.
- e) If any payment falls into arrears or you are the subject of any insolvency or related proceedings, you must immediately notify us and we will have the right to postpone any contract, wholly or in part and to be paid immediately for any performance or part performance of any contract to date.
- f) Any quoted discounts will only be allowed if we receive payment within our stated payment terms.
- g) In the event of the installation of goods being postponed or otherwise delayed by factors not of our making or for reasons beyond our control, the goods to the installation will be invoiced separately with payment for those goods due 30 days from date of invoice. Any subsequent installation charges will be invoiced upon completion of that installation, with payment due 30 days thereafter.

**9. Ownership Of Goods**

You will own the goods to any order only after we have received payment in full for all sums owed in relation to that order. Until that time, you must keep the delivered goods separate from your property. They must also be clearly marked to identify them as our property and be insured to their full reinstatement value. The proceeds of any insurance claim will belong to us. In the circumstances set out in clause 8, you shall allow us to enter your premises at any time during normal business hours to recover and/or resell the goods.

**10. Cancellation & Return Of Goods**

- a) You may only cancel a contract with our prior written consent and on the basis that you will indemnify us against any consequential costs and/or losses.
- b) The return of goods will not be accepted for any reason without our prior written consent and you will indemnify us against any consequential costs
- c) Should any goods be returned to us for reason outside of our control, then a discretionary 30% restocking charge (excluding any carriage charges) will apply. Where applicable, carriage charges will be extra.
- d) We cannot accept returns of bespoke manufactured items

**11. General & Law**

These Terms & Conditions of any contract between us shall be subject to and construed in accordance with English law.