

TERMS AND CONDITIONS OF SALE

1. BASIS OF SALE

Chenalord's employees or agents are not authorised to make any representations concerning the goods unless confirmed by Chenalord in writing. In entering into the contract, the customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

- 1.1 No variations to these conditions shall be binding unless agreed in writing between the authorised representatives of the customer and Chenalord.
- 1.2 All drawings, specifications, weight, dimensions, sales literature, price lists and other documents issued by Chenalord in relation to the goods and services are approximate and are in no way binding and are subject to alteration without notice and do not constitute offers to sell the goods which are capable of acceptance. An order placed by the customer may not be withdrawn, cancelled or altered prior to acceptance by Chenalord and no contract for the sale of the goods shall be binding on Chenalord unless Chenalord has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the customer by whichever is the earlier of:-
- 1.2.1 Chenalord's written acceptance;
 - 1.2.2 delivery of the goods; or
 - 1.2.3 Chenalord's invoice

- 1.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer. Invoice or other document or information issued by Chenalord shall be subject to correction without any liability on the part of Chenalord.

2. THE GOODS

- 2.1 The specification for the goods shall be those set out in Chenalord's sales documentation unless varied expressly in the customer's order (if accepted by Chenalord).
- 2.2 No order which has been accepted by Chenalord may be cancelled by the customer except with the agreement in writing of Chenalord on the terms that the customer shall indemnify Chenalord in full against all costs (including the cost of all labour and materials used), damages and expenses incurred by Chenalord as a result of cancellation.

3. PRICES

- 3.1 All prices quoted by Chenalord are exclusive of carriage and VAT unless otherwise stated.
- 3.2 Chenalord's prices are subject to alteration without notice prior to delivery and unless otherwise agreed in writing, goods will be sold at the prices applicable at the date of despatch.

4. PAYMENT

- 4.1 Unless otherwise agreed in writing, payment shall be made strictly within 30 days from the date of the invoice. The time of payment shall be of the essence. If the customer fails to make payment on the due date Chenalord shall be entitled to charge interest on the outstanding balance at the rate of 5% per calendar month thereon. During such period of default or at any other time the customer shall be in breach of the terms of the contract or Chenalord should have reasonable grounds for doubting that payment will be made on the due date, Chenalord shall be entitled to withhold deliveries without prejudice to its right to payment for the goods delivered and expenses incurred in connection with undelivered goods, which shall become immediately due and payable.

5. DELIVERY

- 5.1 Delivery of the goods shall be made by Chenalord delivering the goods to the specified place in the quotation/contract/accepted Order.
- 5.2 The delivery date is approximate only and time for delivery shall not be of the essence unless previously agreed by Chenalord in writing. The goods may be delivered by Chenalord in advance of the delivery date unless specified in an accepted order.
- 5.3 If the customer fails to take delivery or collect the goods or any part of them on the delivery date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the goods to be delivered on that date, Chenalord shall be entitled upon given written notice to the customer to store or arrange for the storage of the goods, the customer shall be liable for all storage and other costs incurred by Chenalord as a result of such failure, which shall be immediately due and payable on demand, but such liability shall not affect the customer's obligation to purchase the goods.
- 5.4 In the event that the goods are delivered at a time and place agreed with the customer but no representative of the customer is present when the goods are delivered, Chenalord reserves the right to deposit such goods at the specified place and shall have no liability in respect of loss or damage resulting there from.
- 5.5 Chenalord has no liability in respect of goods lost or damaged in transit unless such loss or damage occurred prior to the delivery and:-
- 5.5.1 in the event of a whole consignment of goods failing to be delivered, the customer gives written notice to Chenalord within 14 days notice of receipt of the Chenalord's invoice or delivery notification.
 - 5.5.2 in any other event, the Customer gives written notice to Chenalord within 7 days of the receipt of the goods.

6. INSPECTION and ACCEPTANCE

- 6.1 All goods and parts thereof purchased shall be finally inspected and accepted within 7 days of receipt at the point of delivery.
- 6.2 The customer shall not be entitled to reject the goods unless:
- 6.2.1 All claims for goods that are defective or any shortages shall be made in writing to Chenalord within 7 days.
 - 6.2.2 The customer shall have provided Chenalord with such access to the goods as it requires and Chenalord shall have failed to remedy the defect within 14 days after receipt of the customer's notice.
 - 6.2.3 Chenalord shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow Chenalord's operating or maintenance instructions (whether oral or in writing), storage, misuse or alteration of the goods without Chenalord's approval, or any other act or omission on the part of the customer, its employees or agents or any third party.

7. RISK and RETENTION OF TITLE

- 7.1 Risk of damage or loss of the goods shall pass to the customer at:
- 7.1.1 in the case of goods to be delivered at the customer's premises, the time when Chenalord notifies the customer that the goods are available for collection;
 - 7.1.2 in the case of goods to be delivered otherwise than at the customer's premises, the time of delivery or, if the customer wrongfully fails to take delivery of the goods, the time when Chenalord has tendered delivery of the goods; or
- 7.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the legal and beneficial title of the goods shall not pass to the customer until Chenalord has received payment in full of the price of the goods and any other goods supplied by Chenalord regardless of how such indebtedness arose.
- 7.3 In the event that the customer sells or transfers these goods to a third party before legal and beneficial title has passed to him under these conditions, the proceeds of the sub-sale or transfer shall be held by the customer on behalf of Chenalord.

TERMS AND CONDITIONS OF SALE

7.4 In the event of the customer entering into any arrangement with its creditors (an individual) or becoming subject to the bankruptcy laws or (a company) entering into liquidation or having appointed a receiver other than for the purposes of reconstruction or amalgamation, Chenalord, without prejudice to its other rights under these conditions shall be entitled to enter upon any land or premises where the goods or any product embody in the goods, to detach the goods if so embodied and to recover possession of them.

8. GURANTEE and LIABILITY

8.1 Chenalord shall at its discretion, repair, replace or credit the Customer with the whole or part of the purchase price of any Goods supplied by Chenalord in respect of any defect that shall arise due to faulty materials or workmanship provided that:

- 8.1.1 the defect occurs within 12 months from the date of the goods being delivered.
- 8.1.2 the customer gives written notice to Chenalord within 14 days of the defect arising.
- 8.1.3 the defect is not attributed to any of the causes in clauses 5.5 and 6.23.
- 8.1.4 the customer provides Chenalord with such access as it requires to carry out inspection on the goods or returns the goods to Chenalord for inspection.
- 8.1.5 Chenalord shall have no liability for any information or advice given to the customer in connection with the goods, unless confirmed in writing.
- 8.1.6 The customer shall indemnify Chenalord against any claim arising from any third party caused by the customer or its agents or employees for injury damage or loss suffered whether directly or indirectly by the goods, whether as a result of operation or use otherwise or whether as a result of any defect therein or otherwise.
- 8.1.7 Except as provided in clause 5.5, 6.23 and 8, Chenalord shall have no liability to the customer for any defect in the goods and all conditions and warranties whether express or implied, as to the quality of the goods, their fitness for a particular purpose, or their design, manufacture, materials, components, specification and performance are excluded.

9. FORCE MAJEURE

In the event that either party is prevented from fulfilling its obligations by reason of any circumstance beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed in breach of its obligations under the agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

10. GOVERNING LAW and JURISDICTION

These terms and conditions shall be governed by the laws of England and Wales.