

# CONDITIONS OF SALE FOR A1 HOSES LTD TRADING AS HOSES DIRECT

## Company Registration No 3655146

1. GENERAL: The acceptance of this document includes the acceptance of the following terms and conditions. In the event of customer's official order forms containing special printed conditions, it is understood that such conditions are only binding in so far as they are not at variance with our terms and conditions.
2. LIMITS OF CONTRACT: This acceptance includes only such goods, accessories and work as are specified herein.
3. DRAWINGS AND SPECIFICATION: All drawings and specifications, dimensions and weights provided by us are approximate unless otherwise stated.
4. PERFORMANCE: Any performance details given by us are based upon our experience and are such as we expect to obtain on test. You assume responsibility for the capacity and performance of the goods being sufficient and suitable for your purposes.
5. DESPATCH: Any times quoted for despatch are from the date of receipt by us of a written order to proceed with all of the necessary information to enable us to put the work in hand. Times of despatch are submitted without liability for delay however occasioned, but every effort will be made to maintain them.
6. DAMAGE OR LOSS IN TRANSIT: No claim for loss in transit will be entertained unless we are advised in writing within 10 days from date of the Advice Note
7. CANCELLATION: Orders cannot be cancelled except with our consent and on terms which will indemnify us against all loss.
8. GUARANTEE: All apparatus is carefully examined before leaving the works and is sent out in perfect order and condition. Our liability is limited to making good any defects developing in the goods under proper use and working under conditions stated in our quotation and arising solely from faulty design, materials or workmanship within a period of twelve calendar months after the goods have been despatched and provided such defective goods are promptly returned, carriage paid, to our works. In the case of goods not of our manufacture, you are entitled only to such benefits as we may receive under the guarantee given to us in respect thereof.
9. COMPLAINTS: You are specifically required to examine the goods within 3 days of delivery and any complaint regarding faulty goods must be made in writing prior to the expiry of 7 days from delivery and accompanied by samples to illustrate the fault. We shall have the option of replacing or crediting the value of the goods in respect of which we accept a complaint and thereby terminate our liability. We cannot be held responsible for charges incurred by you in attempting to rectify or modify goods without our written agreement.
10. PRICES: All price lists, quotations and estimates are subject to alteration without notice and goods will be invoiced at prices ruling on date of despatch. Carriage and packing will be charged extra on all orders, except where agreed otherwise. All prices will exclude VAT
11. PAYMENT: Unless otherwise expressly agreed, payment for all goods is due by the end of the month, following month of invoice.
12. SPECIAL CONTRACT PRICES: When special contract prices are agreed, we reserve the right to add 5% per month to the invoice price of any batch which is held on your instructions, or if payment is not made within the agreed period shown on the quotation.
13. RETENTION OF TITLE: All goods supplied by the seller to the buyer remain the property of the seller until the goods have been paid for in full. The goods are at the sole risk of the buyer and in the event of same being destroyed or lost, after delivery, the seller will be entitled to payment in full for same.
14. DEFAULT: In the case of default, the buyer or his agent will allow the seller or his agent to enter the premises where the goods are kept and remove same. The buyer will be responsible to the seller for all costs incurred in reclaiming the goods.
15. LEGAL CONSTRUCTION: The contract shall in all respects be constructed and operated as a contract and in conformity with the Laws of England

