

Terms and Conditions of Sale

Of Ri Manufacturing Limited, 22nd July 2013.

Company number 2874962.

Registered office: 130 Bournemouth Road, Chandlers Ford, Hampshire. SO53 3AL

1 WHAT WORDS IN THESE TERMS MEAN

- 1.1 Where the following expressions appear they have the following meanings;
"Contract" means any contract between you and us for the sale and purchase of the goods;
"Contract Price" means the value of goods ordered by you;
"Delivery Point" means the place where delivery of the goods is to take place.
"Goods" means any goods which we agree to supply to you (including any part or parts of them);
"Order" means the goods ordered from us and signed for by you;
"Order Confirmation" means the letter sent from us to you confirming the agreed sale that took place;
"Working Days" means any day from Monday to Friday excluding English bank and public holidays between the hours of 8am to 6pm;
"You, Your" means the customer details which are on the order confirmation.

2 OUR COMMITMENT TO YOU

- 2.1 The amount and description of the goods we send you will be set out in our invoice.
2.2 We will confirm that we have accepted your order either by sending you an order confirmation or by simply delivering the goods to you.
2.3 Unless we agree otherwise in writing, the delivery of the goods will be to your place of business.
2.4 Any dates we give you for delivery of the goods are intended to be an estimate. If we do not specify any dates, delivery will be within a reasonable time.
2.5 Subject to other provisions of these conditions we will not be liable to you for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in delivering goods to you, nor will any delay entitle you to terminate the Contract unless the delay is longer than 14 working days
2.6 Before delivering to you, we will record the quantity and weight of goods as they leave our premises. This will be evidence of the quantity of goods received by you upon delivery unless you can prove otherwise.
2.7 All goods in the order, are covered by the manufacturers 12 month guarantee.
This will take effect from the date of invoice.

3 YOUR COMMITMENT TO US

- 3.1 When you place an order with us or accept a quote from us to supply you with the goods, this means that you have agreed to buy the goods from us subject to these terms and conditions.
3.2 When you or one of your employees signs the order confirmation, you are legally committed to the agreement between us under these terms and conditions.
3.3 When accepting delivery you are signing to confirm that you have checked the goods and they're undamaged.
3.4 You must carefully check the order when it is delivered to you. If you cannot check the order, you should sign the delivery documentation as "damaged" The delivery documentation must either be signed by you or someone you have authorised to sign on your behalf.
3.5 If the goods are damaged in any way or are different to what was expected when they are delivered, you must leave them in the exact packaging they were delivered in and return them with delivery courier.
3.6 Once delivery/installation of the goods has taken place, you have five working days to notify us of any manufacturing or service faults relating to the supply and delivery of the goods. After this time has passed it will be assumed that the delivery/installation/products are satisfactory. We will not accept any liability for any problems arising with the order after this time.
3.7 To the extent permitted by law, you cannot change your mind or request different goods once delivery has been made.
3.8 If for any reason you fail to accept delivery of any of the goods or we cannot deliver the goods to you on time because you have not provided appropriate instructions, documents, authorisations or are delayed in any way.
3.8.1 You will be responsible for any damage to the goods after such time;
3.8.2 We may store the goods until delivery and you will be liable for all related costs and expenses associated with the non delivery of the goods;
3.8.3 You will be responsible for any costs associated with returning goods.
3.9 You must provide at your own expense all adequate and appropriate equipment and manual labour at the delivery point for unloading the goods.
3.10 You are solely responsible for investigating any planning or other permission required, on your premises. Any required permission must be obtained prior to the agreed delivery date of the goods ordered.

- 3.11 You are responsible for the goods from the time of delivery.
3.12 You will not legally own the goods until we have received in full all sums due to us in respect of the goods. Until legal ownership of the goods has passed to you, you will;
3.12.1 Hold the goods on trust for us;
3.12.2 Use/Store the goods separately from all of your other goods in such a way that they remain easily identifiable;
3.12.3 Not destroy, damage or cover up any identifying mark or packaging on our relating to the goods; and
3.12.4 Maintain the goods in a satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. We may request that you provide us with a copy of the policy of insurance in relation to the goods.
3.13 Your right to possession of the goods will end immediately if;
3.13.1 You have a bankruptcy order made against you; or
3.13.2 You are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; or
3.13.3 You cease to trade; or
3.13.4 You allow a charge to be taken over any of the goods.
3.14 You agree to give us permission to enter your premises where the goods are being used in order to inspect them or where your right to possession of the goods has ended, to recover the goods.
3.15 If the Contract is terminated, the rights in clauses 3.12 to 3.13 shall remain in effect.
3.16 If you fail to pay us any sum due under the contract, you will pay interest on the sum outstanding from the due payment date at 2% above the base lending rate of Santander Bank plc, and this interest will accrue on a daily basis until payment is made, whether before or after any court judgment.
- ### 4 OTHER PROVISIONS
- 4.1 Where payment of contract is agreed in instalments, you commit to pay back the loan in the agreed instalments over the agreed time period. Any default or failure of payment will result in the loan being cancelled and the outstanding amount being due immediately.
4.2 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of;
4.2.1 Any breach of these conditions;
4.2.2 Your use of the goods or resale of the goods, and
4.2.3 Any statement, act or omission including negligence arising in connection with the Contract.
4.3 All warranties, conditions and other terms implied by statute or common law (save for conditions implied by section 12. The Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
4.4 Nothing in these conditions excludes or limits our liability in respect of:
4.4.1 Death or personal injury caused by our negligence; or
4.4.2 Section 2 (3) of the Consumer Protection Act 1987; or
4.4.3 Any matter for which it would be illegal for us to exclude liability; or
4.4.5 Fraud or fraudulent misrepresentation.
4.5 Subject to conditions 4.3 and 4.4:
4.5.1 Our total liability arising in connection with the performance of the Contract will be limited to the Contract price; and
4.5.2 We will not be liable to you for any economic loss, loss of profit, loss of business, loss of goodwill or otherwise whether direct, indirect or consequential, or any claims of consequential compensation whatsoever which arise out of or in connection with the Contract.
4.6 We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of goods ordered by you if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control.
4.7 All communications between us about the Contract must be in writing, marked for the attention of A. Knight
4.7.1 Communication to us, must be sent to Ri Manufacturing Ltd, Chapelbarn Yard, Wylve BA12 0QQ.
4.7.2 Communications to you, will be sent to the trading address shown on the original order.
4.8 Communications shall be said to have been received;
4.8.1 If sent by first class post, two days (excluding weekends, bank and public holidays) after posting
4.8.2 Or if delivered by hand, on the day of delivery; or
4.8.3 If faxed on a working day before 4pm, at the time of transmission. If after, next working day.
4.9 We may terminate the contract without liability if;
4.9.1 You breach of any of your obligations under the Contract which you are unable to correct;
4.9.2 You fail to correct a breach of your contractual obligations which is capable of being corrected
4.9.3 You become bankrupt or insolvent;
4.9.4 Or you stop, or threaten to stop carrying on in business.