

# CONDITIONS OF SALE



Grippit UK Ltd, North Street,  
Clitheroe, Lancashire, BB7 1PG

**T#: 0870 080 2326 F#: 0870 080 2327**  
**E: sales@grippit.co.uk W: www.grippit.co.uk**

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## 1. DEFINITIONS

"The Company" shall mean **Grippit UK Ltd**

"The Customer" shall mean the corporate entity, firm or person referred to in the Company's quotation.

## 2. CONTRACT

**2.1** All orders accepted by the Company are subject to its current conditions of sale.

**2.2** No order shall constitute a contract until confirmed by the Company on its Acknowledgement of Order Form.

**2.3** The contract may not be cancelled except with the consent of the Company. In the event of agreed cancellation the Customer shall indemnify the Company against all costs incurred together with by way of liquidated damages a sum of 10% of the contract price payable to the Company forthwith.

## 3. QUOTATIONS

**3.1** The Company's quotations, where provided, are subject to withdrawal or amendment by the Company at any time after the acceptance date specified in the quotation but prior to actual receipt of a written order for the goods referred to therein and the issuing of an Acknowledgement of Order.

**3.2** Quotation prices unless otherwise agreed are ex works and are exclusive of VAT.

## 4. PRICE VARIATION

The contract price may be adjusted where the cost of either labour or raw materials increase between order and delivery, or where there is any variation in the quantity, delivery, design, materials or drawing required against that specified in the original quotation or order unless otherwise agreed. The Company shall be entitled to reimbursement of any additional cost and expenses incurred or suffered as a result of such variation.

## 5. PAYMENT

**5.1** Payment will be as agreed.

**5.2** No discounts or other deductions will be allowed, unless expressly stated and agreed in writing by the Company.

**5.3** Where a contract provides or there is subsequent agreement between the Company and the Customer for goods to be delivered in installments or on schedules then each installment shall constitute a separate order for which payment is due. In all other respects the conditions of sale on the Acknowledgement of the original order apply.

**5.4** The Company reserves the right to charge interest on all overdue accounts at a rate of 3% per annum above the base rate of HSBC Bank plc, accruing on a daily basis.

**5.5** The Customer shall not have any right of set off, statutory or otherwise.

## 6. DELIVERY

**6.1** Delivery shall take place at the Customer's designated address only. The Customer shall be responsible for off loading the goods unless the Customer collects the goods from the Company's premises, in which event the Customer shall be responsible for the goods once they have been loaded on to its vehicle.

**6.2** Delivery dates are estimated only and no liability can be accepted for delays or consequential loss of any kind arising there-from.

## 7. TITLE AND RISK

**7.1** Title in the goods shall not pass to the Customer until payment has been received by the Company for all sums then owing to the Company by the Customer. The Company shall be entitled to enter upon premises on which the goods are stored for the purposes of taking possession where title has not passed.

**7.2** Risk in respect of the goods shall pass to the Customer at the time of delivery.

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## 8. DESIGN/COPYRIGHT

**8.1** Where designs are supplied by the Customer it is the Customer's responsibility to ensure that the correct drawing number and up-to-date issue number is provided with the order.

**8.2** Copyright on all designs provided or worked on by the Company in supplying the goods shall remain with the Company.

## 9. WARRANTY

**9.1** Where any goods or services (or any part thereof) are shown to the reasonable satisfaction of the Company to be defective by reason of faulty materials or workmanship or design, within a period of twelve months from the date of their original delivery or supply, (fair wear and tear excepted) the Company shall at its sole option either: -

**9.1.1** Repair or replace the goods and/or supply further services to the Customer free of charge;

**9.1.2** Require the Customer to retain the goods and/or services and grant to the customer a reasonable allowance in respect of such defects.

**9.2** The Customer shall have the benefit of the warranty provided that: -

**9.2.1** The Customer shall notify the Company in writing within seven days of becoming aware of the alleged defect;

**9.2.2** If required by the Company the goods are first returned to the Company's premises carriage paid by the purchaser;

**9.2.3** The goods shall have been properly and correctly stored and/or used by the Customer.

**9.3** In consideration for receiving the benefit of this warranty the Customer agrees that, apart from those terms set out in Clause 9, no other terms or conditions, express or implied, statutory or otherwise shall form part of the contract.

**9.4** The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether the loss arises from breach of duty in contract or tort or in any other way (including loss arising from the Company's negligence).

**9.5** Nothing in these Conditions shall limit or exclude the liability of the Company in respect of death or personal injury resulting from the negligence of the Company, its servants or agents.

## 10. CLAIMS

**10.1** No liability is accepted for any claims for lost or damaged goods unless notice in writing is given to the Company direct within seven days of date of the delivery or anticipated delivery in addition to any notification on the Company's carrier's documents within the time limit prescribed therein. In the case of goods damaged or lost in transit to destination abroad, any claim against the Company must be supported by a Lloyds Survey Report or other similar evidence to the Company's satisfaction.

**10.2** No liability is accepted for any direct or indirect loss or damage caused to the goods whilst in the possession of the Customer or its carrier. **10.3** Without prejudice to the Customer's and Company's rights under Clause 9 hereof the Customer shall be deemed to have accepted the goods as being in conformity with the contract and shall be bound to pay for them, unless written notice of rejection thereof is received by the Company within 10 days of delivery.

## 11. FORCE MAJEURE

The Company shall not be liable for any failure to deliver the goods arising from hostilities, riots, strikes, lock-outs, fire, floods, government action and other circumstances beyond its control. The Company shall, however, make every endeavour to reduce such interference to a minimum.

## 12. DISPUTES

All contracts shall be governed by English law and be subject to the jurisdiction of the English Courts.

## 13. WAIVER

The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

The information transmitted including any attachments is intended only for the exclusive use of the person(s) or entity to which it is addressed.