

Ware 4 Ltd TERMS & CONDITIONS OF SALE

1. General

"The Company" referred to is Ware 4 Ltd trading as Ware 4 Bins & Recycling and "The Customer" is the person, firm or company contracting with the Company. All orders for goods should be deemed to be an offer by The Customer to purchase goods pursuant to these conditions. The quantity and description of the goods shall be as set out in The Company's acknowledgment of order. The goods shall be supplied in accordance with the description contained in the Company's specification as per the final quotation produced by the Company prior to the order being placed. However, if the Customer requests a special order and this is confirmed and accepted in writing by the Company, then such other special order shall constitute the final agreement for the provision of goods by the Company. For the avoidance of doubt, the final quotation shall be the contract upon which the Customer shall agree for the sale of the Company's goods. Such special order will not be further altered unless confirmed in writing by the Company and the Customer. The Company may from time to time make changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements, or which do not materially affect the quality or fitness for purpose of the goods. Original equipment manufacturers (OEM) part numbers given are used for reference only and do not imply that parts supplied are necessarily purchased from (OEM). Alternative parts may be supplied at The Company's discretion as alternatives to (OEM) parts. The Customer acknowledges that it is not dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12). The owner of the specifications and design of the goods (including appropriate copyright, design right or other intellectual property in them) do not constitute any part of this contract. Any variation of the Conditions will have no effect unless agreed in writing and signed by a director of both parties i.e. the Company and the Customer.

2. Prices

Notwithstanding any offer, tender or price list, orders can be accepted at the price ruling at the date of delivery of the goods. The Company reserves the right to change any prices without giving prior notice and to request a payment for confirmed alterations to special orders. Prices quoted do not include VAT, which will be charged at the rate ruling at the time of delivery. All orders are regarded as separate transactions and the minimum order value of any one order is £50.00 or at the Company's discretion.

3. Payment

Payment terms will be set at the Company's discretion; credit terms where given will be on the basis of payment being due no more than 30 days from the invoice date, although the Company at its discretion reserves the right to change the credit terms without giving prior notice. This may in some circumstances mean that the Company reserves the right not to fulfil orders already placed if amended credit terms are breached or not complied with by the Customer. The Company reserves the right to charge interest on overdue accounts at 4% over HSBC lending rate and an indemnity against any solicitors' costs incurred by the Company in collecting any late payment. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment and shall accrue at such a rate after as well as before any judgement. In the event of default in payment by the Customer in accordance with agreed terms the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries without notice. Orders, quotations and agreements for the same may not be terminated unless the Customer has made payment in full to the Company. In circumstances where the Company consider it necessary in its absolute discretion the Customer may be required to make upfront and full payment prior to the Company accepting any order and prior to any services being provided by the Company. No services shall be provided by the Company until it receives in cleared funds in its bank account those monies referred to above.

4. Passing of Title & Property

Any goods or products delivered by the Company to the Customer or his nominee shall remain (save as regards risks thereto) the title to and property of the Company until all invoices rendered by the Company to the Customer or his nominee have been discharged in full and in the event of default or delay in payment howsoever arising the Company shall be entitled to demand the return of the goods which shall be forthwith delivered up to the Company at the Customer's expense. The Customer agrees that the Company is seeking to exercise its rights under this clause and may at any reasonable time enter the Customer's premises and remove the Company's goods. Should the Customer resell the goods or products prior to such payment the Company's beneficial entitlement shall attach to the proceeds of resale or to any claim for such proceeds. Such proceeds shall be held by the Customer as Trustee for the Company in a separate designated account and any rights of the Customer to receive such money shall be assigned to the Company on demand. The Customer further undertakes to indemnify the Company in respect of all costs, expenses, damages and claims of any description material to the recovery of the goods or products from the Company or any third party. The Customer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of the Company until the date that the title to and property of the goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance.

5. Delivery and Charges

Unless stated, prices exclude unloading, positioning or installation. The Company will deliver as near as possible to the site as a safe hard road permits. The risk in the goods shall pass to the Customer on arrival at the delivery premises. Damage due to inadequate site access or unloading shall be at the Customer's risk. The Customer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. Deliveries to the mainland UK standard delivery area will be charged at commercial delivery rates for any order under £150.00 net. The Company reserves the right to change the standard delivery charge without giving prior notice. Deliveries to Scottish Highlands and all other areas outside of the Mainland UK standard delivery area will be priced on application dependant on the size of the order. Fragile and Heavy goods may incur an additional charge. Please allow a minimum of 2-3 days for delivery. Timed deliveries available upon request.

6. Delay and Cancellation

Time for performance is given in good faith as accurately as possible, but it is not of the essence of the contract. The Customer shall have no right to damages or to impose penalties or to cancel the contract for delay arising from any cause unless agreed by the Company in writing. The Customer may not in any way cancel or reduce orders for non-stock, made to order or specially modified or altered items. Non-stock items being those not in the prevailing company catalogue at the point of order. The Company reserves the right to amend the prevailing company catalogue without any prior notice. Where orders for stocked products are cancelled or reduced the company reserves the right to charge 25% of the original order value of the cancelled goods where the Company receives the notification from the Customer within fourteen days of the agreed delivery date. It is the responsibility of the Customer to verify that the Company has received all cancellations.

7. Shortages and Damages

The Customer or his nominee must inspect all deliveries while the driver is on site and confirm the number of packages received. All goods must be immediately inspected on arrival and will be replaced free of charge if damaged in the course of transit by the Company's hauliers provided the Company Customer Services Team receive notification within 24 hours of delivery. All damaged goods must be held until the Company advises you if the goods are to be inspected by our carriers, should a claim be required. If damaged goods are disposed of without authorisation, then no credit will be given. If this procedure is not adhered to the Company will not accept any claim for damaged goods. Where goods are delivered direct to site, it is the Customer's responsibility to ensure that there is a responsible person on site to inspect and to sign for the goods. The maximum value of any claim for damaged goods being the invoice value of the goods concerned.

8. Re-stocking / Returns

The Customer may return any standard stocked goods unused in their original condition and packaging within seven calendar days of delivery. No non-standard stock, made to order or specially modified or altered goods can be returned. Standard stocked goods being those in the prevailing Company catalogue at the point of delivery. The Company reserves the right to amend the prevailing Company catalogue without any prior notice. If goods are returned more than 7 days after delivery date a re-stocking charge equal to 30% of the invoice value of the goods returned will be deducted from any credit raised. All goods are to be returned at the sender's risk and expense. The company reserves the right to refuse full or partial credit if the goods are not received by the Company in a saleable condition. The Company will not accept any returns unless accompanied by the Company's Customer Returns Authorisation which can be obtained by contacting the Company's Customer Services Team. No credit will be given when notification of shortage or damage is received by the Company more than seven days after the date of delivery.

9. Liability & Consequential Loss

The aggregate liability of the Company (whether in contract or negligence or otherwise) to the Customer for any losses or damage of whatsoever nature and howsoever caused shall be limited and in no circumstances shall exceed the price of the goods. The Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis. The Company is not liable for any claims arising from fraudulent misrepresentation or death and personal injury resulting from the supply of goods from the Company to the Customer unless excepted by prevailing statute law. All implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the goods are excluded to the fullest extent permitted by law.

10. Law and Jurisdiction & Force Majeure

The contract shall be governed and construed in all respects in accordance with the Laws of England and Wales and shall be subject only to the jurisdiction of the English Courts. The company shall be entitled to delay or cancel delivery or to reduce the amount of goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock outs, accidents, war, fire and unavailability of products from normal suppliers.

11. Warranty

The Company provides warranties as applicable to the prevailing catalogue at the time of delivery; the Customer is deemed to have accepted these warranty terms when ordering the goods. It is the responsibility of the Customer when placing the order to determine the warranty applicable to the goods being ordered as well as the suitability of the goods for the purpose required. The Company reserves the right to change the warranties applicable to the prevailing catalogue at any point in time without giving prior notice.

12. Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions herein.