



Terms and Conditions of Sale.

1. Definitions

1.1 The "Buyer", "you", "your", "the consumer" means the applicant or person who buys or agrees to buy from the seller

1.2 The "Seller", "us", "we" means completely Hydraulic Limited.

1.3 "Conditions" means the conditions of sale set out in this document and special conditions agreed in writing by the seller.

2. General

2.1 By placing an order you the buyer are making an offer to buy.

2.2 Completely Hydraulic Limited retains the right whether or not to accept your order once you have placed it.

2.3 Completely Hydraulic Limited will confirm the acceptance of order, and that we are happy with all aspects of the order.

2.4 In the event of your 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 the terms and conditions contained herein.

3. Conditions

3.1 These "terms & conditions" do not affect your statutory rights as a consumer.

3.2 All contracts of sale made by the seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the buyer

3.3 No variation to these terms and conditions of sale is permitted unless such variation has been authorised in writing by a Completely Hydraulic Limited director.

3.4 Acceptance of delivery of goods shall be deemed conclusive evidence of the buyer's acceptance of these conditions.

4. Prices

4.1 The prices payable for the goods shall be those shown on the invoice which shall be based upon the seller's list price for the goods; & works notified to the buyer

4.2 When special contract prices are agreed, we have the right to add 5% per month to the invoice price of any batch order which is held on your instructions.

4.3 Should a products price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.

4.4 All prices are exclusive of VAT; unless otherwise specified VAT and any other tax or duties payable by the buyer shall be added to the price.

4.5 Postage and Packaging & carriage (Plus VAT) which shall be paid in addition, unless otherwise confirmed by the seller.

5. Payment Terms

5.1 All goods shall be invoiced and paid for in pounds sterling unless otherwise agreed in writing by the seller. Payment shall be made by such means as the seller may from time to time direct.

5.2 Payment of invoices shall, unless otherwise agreed in writing, be made in full without deduction or set – off within 30 days of the date of the invoice.

5.3 Any extension of credit allowed to the buyer may be changed or withdrawn at any time.

5.4 Interest shall be payable on overdue accounts at the rate of 6% above the base set by the Bank of England from the due date of payment thereof until receipt by the seller of the full amount whether or not after judgment.

5.4.A Default:

5.4.A.i. In the case of default, you agree to allow us or our agent to enter your premises where the goods are kept and remove same. You will be responsible to us for all costs incurred in reclaiming the goods.

6. Warranty and Limitation of Liability

6.1 The following provisions set out the entire liability of the seller (including any liability for the acts or omissions of its employees, agents and sub contractors) to the buyer in the respect of:

6.2. Any breach of these terms and conditions; and

6.3 Any representation, statement of tortious act or omission including negligence arising under or in connection with the contract

6.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of The Sale of Goods Act 1979) are excluded from the contract

6.5 Nothing in these terms and conditions excludes or limits of the seller for death or personal injury caused by the seller's negligence or fraudulent misrepresentation.

6.6 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of a Contract shall be limited to the price paid by the Buyer for the item or items which have given rise to the liability and the price of any parts supplied by the Seller which have been rendered defective as a result of the failure of the item giving rise to the liability. Alternatively, the Seller at its option may replace or provide replacement parts for any goods found to be damaged or defective or rendered defective as stated above or give credit for the Contract price of such goods to the Buyer provided they have been returned to the Seller; and

6.7 the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss Of business or otherwise), loss of profit, costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by the negligence of the Seller, its employees, agents or sub-contractors) which arise out of or in connection With a Contract

6.8 the Seller shall not be liable to the Buyer for defects in or damage to the goods caused by fair wear and tear, abnormal conditions of storage, fitting, installation, or use or any act, neglect or default of the Buyer or of any third party (including but not

Limited to use in circumstances and situations for which the goods are not suited) and

6.9 The Buyer shall indemnify the Seller against all liability, actions, proceedings, costs, claims, damages or demands in any way connected with a Contract or goods supplied under a Contract brought or threatened to be brought against the Seller by Any third party except to the extent the Seller is liable to the Buyer in accordance with these terms and conditions.

6.10 The Seller will use its reasonable endeavours to obtain for the Buyer the benefit of any undertakings warranties or indemnities which may be available from manufacturers of the goods.

6.11 Subject to Condition 6.5 and to the extent permissible in law, all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no

Liability to the Buyer for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents.

7. Delivery

7.1 Products supplied within the UK as hardcopy will normally be delivered within 5 working days of receipt of order.

7.2 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date or receive a full refund.

7.3 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company Arising directly or indirectly out of any failure to meet any estimated delivery date.

7.4 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8. Ownership and risk

8.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

8.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.

8.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have Accepted the Goods.

8.4 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either

- a) Retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or
- b) At the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

9. Cancellation and Returns

9.1. If it is agreed that the goods are to be returned :-

a) a Goods Return number obtained from the Seller must be clearly shown on the returned parcels.

b) The Buyer will be liable cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.

c) The Seller reserves the right to make a handling and restocking charge of 20% or £25.00 whichever is greater on Goods which are returned if they were ordered in error or are no longer required. If the goods are faulty then the restocking charge will not apply.

9.2. The Buyer notifies the Seller of a claim within 10 days of receipt of the goods; and

9.3 Goods must be returned within 30days of receipt; no later returns will be accepted unless under warranty; Subject to terms and conditions 6.

9.4 If you wish to cancel an item on back order, you must request a Cancellation Number from the operator. Credits will not be processed without reference to a specific Cancellation Number. The order will not be cancellable and any requirement to return the goods will be subject to the returns charges policy 9.1.C. Once an order for direct shipment from supplier is in process, we are unable to either amend or cancel the request.

10. Force Majeure

10.1. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, goods, materials or of raw materials there for by the Seller's normal source of supply or the manufacture of the goods, by the Seller's normal means of delivery of goods or by the Seller's normal route or means of delivery.

10.2. If due to such circumstances or events the Seller has insufficient stocks to meet all of its commitments the Seller may at its sole discretion apportion available stocks between its customers and the Buyer shall accept delivery thereof notwithstanding the terms of Condition 11.

11. Variations

11.1 The Seller shall supply the goods subject to availability and shall be deemed to have fulfilled its contractual obligations in respect of any delivery, even though the quantity may be less than the quantity specified in the quotation. In such event at the Seller's option:

11.2. the Buyer shall pay for the actual quantity delivered provided that, in the case of discrepancies between the quantity delivered and the quantity specified in the invoice, the Buyer notifies the Seller of a claim within 10 days of receipt of the goods; or

11.3. The Seller may make good any shortage or non-delivery.

12. Complaints

12.1 You are specifically required to examine the goods and any query relating to the delivery must be notified within 4 days of receipt. We shall have the option of replacing or crediting the value of 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. Any pricing or carriage queries must be reported within 4 days of the date of invoice. No credits will be raised outside of this time period.

12.2 All complaints will be dealt with in a fair and confidential manner.

13. Choice of Law

13.1. The Formation, construction, performance, validity and all aspects of this contract are governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

Trading Terms Apply – Subject to Terms & Conditions, available on our website & available on request.

www.comphydraulic.com

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