



## **1. DEFINITIONS & INTERPRETATION**

**‘Customer’:** the person, firm or company who purchases any goods from the Company;  
**‘the Company’:** Fyfes Vehicle & Engineering Supplies Limited  
**‘Contract’:** any contract between the Company and the Customer for the sale and purchase of goods, incorporating these conditions.

---

## **2. FORMATION OF THE CONTRACT**

No order placed by the Customer shall be deemed to be accepted by the Company until either an oral or written acknowledgement is issued by the Company or (if earlier) the Company delivers the goods to the Company.

---

## **3. DESCRIPTION**

The quantity and description of the goods shall be as set out in the Company’s quotation, advice note, order acknowledgment or invoice.

---

## **4. SETTLEMENT TERMS**

**4.1** Net Payment is due in full within 30 days of the date of invoice and time shall be of the essence.

**4.2** No payment shall be deemed as having been received until the Company has received cleared funds. A £10.00 administration fee will be charged to your account on cheques returned unpaid.

**4.3** The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

**4.4** All overdue payments shall carry interest at the rate of 4%

per annum above the UK Clearing Banks base-lending rate from the due date for payment, accruing on a daily basis until payment is made.

---

## **5. RISK/TITLE**

**5.1** The goods are at the risk of the Customer from the time of delivery.

**5.2** The ownership of any goods sold to the Customer shall not pass to the Customer until the the Company has received in full (in cash or cleared funds) all sums due in respect of (a) the goods; and (b) all other sums which are or which become due to the Company from the Customer on any account.

**5.3** Until ownership of the goods has passed to the Customer, the Customer shall;  
(a) hold the goods on trust as the Company’s bailee; (b) store the goods (at no cost to the Company) separately from all other goods of the Customer in such a way that they remain readily identifiable as the Company’s property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; (d) maintain the goods in satisfactory condition and keep them insured on the Company’s behalf for their full price against all risks to the reasonable satisfaction of the Company.

**5.4** The Company shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Company.

**5.5** The Company, its agents and employees may at any time before ownership has passed or where the Customer’s right to possession has been terminated, without notice, recover possession of the goods and the customer grants the company irrevocable licence to enter for

that purpose any premises where the goods are or may be stored.

**5.6** On termination of the contract between the Company and the Customer, howsoever caused, the Company’s (but not the Customer’s) rights contained in this condition 5 shall remain in effect.

---

## **6. OVERDUE ACCOUNTS**

**6.1** Statements are issued monthly. Any queries regarding items on the statement must be notified in writing to our Accounts Department within one month.

**6.2** Overdue accounts may incur a collection fee

---

## **7. QUALITY/CLAIMS**

**7.1** The Company warrants that on delivery the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

**7.2** The Company shall not be liable for a breach of the warranty in condition 7.1 unless;  
(a) the Customer gives written notice of the defect to the Company’s warehouse manager on the day of delivery or, if not evident on the day of delivery, within 14 days of delivery; and (b) the Company is given a reasonable opportunity after receiving the notice of examining such goods and the Customer (if asked to do so by the Company) returns such goods to the Company’s place of business for the examination to take place there.

**7.3** The Company shall not be liable for the breach of the warranty in condition 7.1 if:  
(a) the Customer makes any further use of such goods after giving such notice; or (b) the defect arises because the Customer failed to follow the Company’s oral or written instructions as to the storage, installation, commissioning, use



or maintenance of the goods; or (c) the Customer alters or repairs such goods without the written consent of the Company. 7.4 Subject to condition 7.2 and condition 7.3, if any of the goods do not conform with the warranty in condition 7.1 the Company shall at its option repair or replace such goods (or the defective part) or refund the price of such goods at the pro rata contract rate provided that, if the Company so requests, the Customer shall return the goods or the part of such goods which is defective to the Company. 7.5 If the Company complies with condition 7.4 it shall have no further liability for a breach of the warranty in condition 7.1 in respect of such goods

#### **8. Promotions & Incentives**

8.1 All brochures, specifications, drawings, catalogues, description, illustrations, information, price lists and other advertising matter are intended only to present a general idea of the Goods and Services described in them and all images are for illustrative purposes only 8.2 A Promotional price is only valid during the period identified and for the products specified in the media it was delivered in. All promotions are subject to availability. 8.3 Promotion will not be available to the customers at the point of purchase unless clearly requesting the promotion in question. We reserve the right to - cancel or withdraw any Promotion and or to refuse to allow any customer to participate in the Promotion.

8.4 The prices of the Goods and Services will be as quoted in our marketing literature from time to time except in cases of error. While we try and ensure that all our prices in our literature band

or advertising are accurate, some prices may be incorrectly listed. We are under no obligation to provide Goods or Services to you at an incorrect, lower price.

8.5 In the case of a returned order, any promotional items obtained must be returned as new, at the same time in its original packaging and the product documentation. The Goods must not have been used and, where applicable, must not have been removed from the original packaging. Failure to return the item as new- we reserve the right to deduct the full price of the free item from your credit.

---

#### **9. DELIVERY**

9.1 Unless otherwise agreed in writing by the Company, delivery of the goods shall take place at the Company's place of business.

9.2 Any dates specified by the Company for delivery of the goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

9.3 The Company shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods, nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 10 days.

9.4 Shortages of goods must be advised to the Company's warehouse manager within 48 hours of receipt.

---

#### **10. NON- DELIVERY**

10.1 In the event of non-delivery, immediate notification must be made in writing to the Company if the goods are not received

within 5 days of the date of invoice. In such an event the Company will only accept liability following investigation and the quantity of any consignment of goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

10.2 Any liability of the Company for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against the invoice raised for the goods that were not delivered.

---

#### **11. RETURNS**

Goods will not be accepted for return without prior written authorisation. Goods must be in a saleable condition and accompanied with full documentation. A surcharge of 15% will be put on all agreed returns. 12. PRICES

12.1 Prices are those ruling at the date of invoice and may change without notice. The price for goods shall not include value added tax and all costs or charges in relation to packaging and carriage, all of which amounts the Customer shall pay in addition when it is due to pay for the goods.

12.2 Any variation to prices quoted as a result of government taxes and levies will be for the Customer's account unless the law states otherwise.

---

#### **13. LIMITATION OF LIABILITY**

13.1 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, to the fullest extent permitted by law, excluded from the Contract.

13.2 The Company's total liability in contract, tort, misrepresentation, restitution or otherwise, arising in connection of the performance or contemplated performance of the contract shall be limited to the value of the goods supplied.

13.3 The Company shall not be liable to the Customer for loss of profit, loss of business whether direct, indirect or consequential, or any claims for consequential compensation whatsoever which arise out of or in connection with the Contract.

#### 14. ASSIGNMENT

The Company may assign the contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign the contract or any part of it without the written consent of the Company.

#### 15. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the workforce of either party), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate

or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in writing to the Company to terminate the contract.

#### 16. PRIVACY POLICY

We are committed to privacy and will only use the information that we collect lawfully.

#### 17. GENERAL

17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the contract or not.

17.2 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by the company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.

17.4 Any waiver by the Company of any breach of, or any default under, any provision of the contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

17.5 The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contracts

(Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Northern Irish courts.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_ 01.06.2017