

## CONDITIONS OF SALE

- 1. Definitions:** In these conditions "the Company" is **Whippendell Marine Limited** and "customer" means the person or company to whom this document is addressed.
- 2. Conditions:** These conditions shall form the basis of the contract between the company and the customer. Notwithstanding anything to the contrary in the customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the company.
- 3. Order Acceptance:** Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat the customer's order as an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the company's consent: the giving of the company's consent shall not in any way prejudice the company's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.
- 4. Catalogues:** Catalogues and other advertising matter are only an indication of the types of goods offered and do not form part of the contract.
- 5. Prices:** Prices in any price list the company may publish are subject to alteration or withdrawal without notice. Unless otherwise expressly agreed and confirmed in writing all invoices shall be priced according to the price current at the time of despatch.
- 6. Loss or Damage in Transit:** The company shall repair or replace free of charge goods damaged in transit or not delivered in accordance with the Advice Note provided that the company is given written notification of such damage or non-delivery within such time as will enable the company to comply with the carrier's conditions as affecting loss or damage in transit, or, where delivery is made by the company's transport, within 3 days after receipt of the Advice Note.
- 7. Guarantee:** The company shall make good, by repair or at our option by the supply of a replacement, defects which, under proper use, appear in the goods within a 12 month guarantee period after the goods have been delivered (unless a different period is agreed between the parties) and arise solely from faulty design, materials or workmanship: provided always that defective parts have been returned to the company if so required. The repaired or new parts will be delivered by us free of charge. The liability of the company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the customer to insure against such consequential loss and to hold the company harmless thereof.
- 8. Rejection:** Unless otherwise agreed, goods rejected by the customer as not complying with the contract must be so rejected within 14 days of receipt by the customer.
- 9. Delivery:** The company undertakes to use its best endeavours to despatch the goods on a promised delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract, unless expressly so stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components, or any other cause beyond the reasonable control of the company, a reasonable extension of time for delivery shall be granted by the customer. Where the goods are not delivered by the company, but by an independent carrier, delivery to the carrier shall be delivery to the customer.
- 10. Terms of Sale:** The customer shall pay in full 30 days after the date of the invoice. If the customer shall fail to pay promptly, he shall lose the benefit of any previously agreed discount and the company reserves the right to charge interest at 8% above base rate under the Late Payment of Commercial Debts (Interest) Act 1998, and without notice to suspend further deliveries until all arrears (including interest) have been paid. The customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted.
- 11. Ownership :** The Company reserves title to all goods, products and services until paid for in full. The customer agrees that where goods become a constituent of other goods, in any way, then the Company will retain ownership rights of the new goods as security for any monies owed on those goods, products and services supplied. Until payment is made in full the Customer shall keep and store the goods, products or services in question for the Company, in its capacity as fiduciary owner, in such a way that they can be recognised as such should the Company so require. The risk of accidental damage or destruction shall pass on delivery and the customer shall insure against such risk.
- 12. References:** All orders are accepted subject to a credit assessment being satisfactory.
- 13. Waiver :** Any failure by the company to enforce any or all these conditions shall not be construed as a waiver of any of the companies rights hereunder.
- 14. Rights of Third Parties :** For the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or the right to enforce any term or condition hereof.
- 15. Legal Construction:** The contract shall in all respects be construed and operate as an English contract and in conformity with English Law.