

Specialist Washing Company Limited Terms and Conditions of Sale

1. Interpretation

In these terms and conditions "Specwash" means Specialist Washing Company Limited, "the Buyer" means the party with whom Specwash is contracting and "the Goods" means the goods and/or service which Specwash contracts to supply.

2. Basis of the sale

These terms and conditions shall form the entire agreement between Specwash and the Buyer. No variation to these terms and conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Specwash and no other express terms, whether oral or in writing, shall be taken to be part of the agreement between Specwash and the Buyer.

3. Orders and acceptance

3.1 No binding agreement shall exist between the Buyer and Specwash until Specwash has sent a written or e mailed acceptance of the Buyer's order to the Buyer ("a Written Acceptance").

4. Price

4.1 The price of the Goods shall be Specwash's quoted price and subject to clause 4.2 below, shall be valid for sixty (60) days.

4.2 Specwash reserves the right to increase the price of the Goods without notice to the Buyer where such increase is due to any factor caused by the Buyer.

4.3 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to Specwash at the prevailing rate.

5. Installation charges

5.1 Installation of the Goods is at the discretion of Specwash and is charged at £600 per person per day plus the cost of materials. In addition, the Buyer shall be liable to pay a call out charge of £45 per day in respect of travel costs. In the event that Specwash is unable to gain access to the premises for installation for any reason whatsoever a charge of £40 per hour or £300 per day shall be levied, whichever is the greater. Specwash shall, in its sole discretion, determine the number of people required for the installation.

5.2 The rates quoted in clause 5.1 above are for installations undertaken during normal business hours and on normal business days. Any installations outside normal business hours (9am to 5pm) or on a Saturday shall be at 1.5 times the rates quoted in clause 5.1 above and any installations on a Sunday or public holiday shall be at twice the rates quoted in clause 5.1 above.

5.3 The installation charges shall be paid by the Buyer within 30 days of date of issue of the invoice in respect of such charges.

5.4 The Buyer shall be responsible for:

5.4.1 providing specialist equipment which may be required for the installation of the Goods; and

5.4.2 ensuring appropriate access to the premises and the area of installation and for any costs involved in respect of the repairing of any damage caused as a result of the installation of the Goods.

5.5 Any electrical installation is excluded.

6. Terms of payment

6.1 Specwash will prepare a pro-forma invoice for the Buyer for the price of the Goods before delivery of the Goods. The Buyer shall pay the price of the Goods against the pro forma invoice unless otherwise agreed in writing by Specwash.

6.2 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to Specwash, Specwash may cancel the contract and take possession of the Goods in accordance with clause 9.3 and/or charge the Buyer interest on a daily basis on the amount unpaid at the rate of 4% per annum above Barclays Bank's base rate from time to time, until payment in full is made.

7. Delivery

7.1 Delivery of the Goods shall occur at such place as is agreed between Specwash and the Buyer. The costs of such delivery shall be for the account of the Buyer.

7.2 Any dates quoted for delivery of the Goods are approximate only. Time for delivery shall not be of the essence.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract.

7.4 If Specwash fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Specwash's reasonable control or the Buyer's fault, and Specwash is accordingly liable to the Buyer, Specwash's liability shall be limited to the excess (if any) of the cost to the Buyer of similar goods to replace those not delivered over the price of the Goods.

8. Risk

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time that the Goods are delivered to the Buyer.

9. Retention of Title

9.1 Notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass to the Buyer until Specwash has received in cash or cleared funds payment in full of the price of the Goods.

9.2 Until such time as the property in the Goods passes to the Buyer,

the Buyer shall hold the Goods as Specwash's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, insured and identified as Specwash's property.

9.3 Until such time as the property in the Goods passes to the Buyer, Specwash may at any time with good cause require the Buyer to deliver up the Goods to Specwash and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored or installed and repossess the Goods.

9.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Specwash, but if the Buyer does so all moneys owing by the Buyer to Specwash shall forthwith become due and payable.

10. Warranties and liability

10.1 The Buyer shall rely upon its own judgment as to the suitability of the Goods for the purpose for which they are intended.

10.2 Specwash warrants that the Goods will be free from defects in material and workmanship. This warranty is given by Specwash subject to the following conditions:

10.2.1 Specwash shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Buyer;

10.2.2 Specwash shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Specwash's instructions (whether oral or in writing), misuse, alteration or repair of the Goods without Specwash's approval; and

10.2.3 Specwash shall be under no liability if written notification of the defect is not given by the Buyer to Specwash within 12 (twelve) months of delivery of the Goods.

10.3 Save as expressly stated in these terms, all warranties, conditions or other terms, whether express or implied, statutory or otherwise are excluded to the fullest extent permitted by law. In particular Specwash gives no warranty that the Goods are fit for any particular purpose.

10.4 Where a valid claim in respect of a defect of the Goods is notified to Specwash in accordance with these terms, Specwash may, at its discretion, replace the Goods (or the part in question) or repair the Goods, such replacement or repair to be free of charge. The Buyer however shall be responsible for the cost of returning the Goods to Specwash for such replacement or repair.

10.5 Except in respect of death or personal injury caused by Specwash's negligence or any liability which Specwash may have for defective products under the Consumer Protection Act 1987, Specwash shall not be liable to the Buyer by reason of any misstatement or representation (unless fraudulent), or any implied warranty, or any duty at common law, or under the express terms of the agreement for loss of profit or for any indirect or consequential loss howsoever arising.

10.6 Specwash shall further not be liable for any damage caused to the Buyer's property as a result of the installation of the Goods and it is the Buyer's responsibility to assess whether the area of installation is suitable to hold the Goods in question.

10.7 Save in respect of liability for death or personal injury caused by Specwash's negligence or any liability which Specwash may have for defective products under the Consumer Protection Act 1987, the entire liability of Specwash under or in connection with this agreement shall not exceed the price of the Goods to which such claim arises.

11. Force Majeure

Specwash shall not be liable to the Buyer by reason of any delay or failure in performing its obligations in relation to the Goods if the delay or failure was due to any cause beyond Specwash's reasonable control.

12. Indemnity

12.1 The Buyer shall indemnify Specwash against all loss, damages, costs and expenses incurred by Specwash as a result of any claims made by a third party in respect of the installation (if installed by the Buyer) or operation in a negligent or improper manner by the Buyer, its employees or agents.

13. Insolvency of a buyer

13.1 In the event of the insolvency of the Buyer (or where Specwash reasonably apprehends that an event of insolvency is about to occur to the Buyer and notifies the Buyer accordingly), then without limiting any other right or remedy available to Specwash, Specwash may cancel the agreement and if the Goods have been delivered but not paid for the price shall become immediately due and Specwash shall be entitled to take possession of the Goods in accordance with clause 9.3.

14. Confidentiality

The existence of the agreement between Specwash and the Buyer and the content of the agreement is a confidential matter and shall not be disclosed by the Buyer to any third party without the written consent of Specwash.

15. General

15.1 The agreement shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

15.2 The provisions of the Contracts (Rights to Third Parties) Act 1999 are hereby excluded and shall not apply to this agreement.

15.3 If any provision of the agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the agreement and the remainder of the provision in question shall not be affected.