

## **Site Equip Ltd Trading as Site Build Terms and Conditions of Sale**

### **INTERPRETATION**

1. The following definitions apply in these conditions.

The "Buyer" means the person, firm or company who purchases Goods from us.

The "Company" means Site Equip Limited. Also trading as Site Build

"Contract" means any contract between us and you for the sale and purchase of the Goods incorporating these conditions.

"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them and any services rendered in respect of them).

### **MODIFICATION OF CONDITIONS**

2. These conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including those which the buyer may purport to apply under any purchase order or similar document.

### **PAYMENT**

3. Upon placing the order of the Goods the Buyer shall pay the Company a deposit which will be variable depending on the nature of the goods. The deposit is non-returnable unless expressly confirmed in writing by a director of the Company.

4. Payment of the balance of the purchase price shall be due on collection of the Goods in cash or bankers draft.

5. Unless otherwise specified the price quoted does not include delivery of the Goods to the Buyer. An additional charge for delivery shall be paid by the Buyer to the Company.

6. All payments due by the Buyer to the Company shall be made in sterling.

### **DIVISIBILITY CLAUSE**

7. This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.

### **COLLECTION & DELIVERY**

8. The company shall use all reasonable endeavours to deliver the Goods by the date estimated in the quotation but the Company will not be liable to the Buyer for any loss or damage sustained as a result of failure to deliver the Goods by such estimated date.

9. If the Goods are not collected by the Buyer or the Buyer refuses to accept delivery on the specified date the Company reserves the right to cancel the contract to sell goods to the buyer and retain the deposit paid.

## QUALITY AND PURPOSE

10. All terms and conditions and warranties (whether implied or made expressly) whether by the company or to its servants or agents or otherwise (other than those express warranties set out in the specification of the goods sold) relating to the quality and/or fitness for purpose of the Goods are excluded.

## VARIATIONS

11. The Company shall not be obliged to carry out any variations to the quotation for the Goods unless the Buyer submits a written request for such variations containing an exact description of the work and/or parts required and the Buyer accepts in writing the Company terms for the resulting addition or variation to the purchase price of the Goods.

## GUARANTEES

12. The Company guarantees new Trailers against any defects in design workmanship construction or materials for a period of twelve months from date of purchase. If any defect manifests itself during that period the Company will at its own expense repair or replace the Goods upon the Buyer returning the Goods at the Buyer's own expense to the Company at its premises. The Company shall have no further liability to the Buyer under this Guarantee and in particular but without prejudice to the generality of the foregoing the Company nor any alleged loss of earnings by the Buyer whilst the Goods are being repaired or replaced by the Company.

13. The Company will free of charge to the Buyer carry out such service maintenance on the Goods as the Company shall in its absolute discretion deem necessary for a period of twelve months for Trailers from the date of collection, provided always that the Buyer shall return the Goods at the Buyer's own expense to the Company at its premises.

14. These Guarantees shall not apply to

(a) any defect in the opinion of the Company arises by reason of misuse misapplication neglect or accident

(b) any defect not immediately notified to the Company

(c) components not manufactured by Site Equip Ltd in which case the Buyer is entitled only to the extent that the Company itself is entitled to a guarantee provided by the manufacturer

## TITLE AND RISK

15. Property in the Goods shall remain in the Company until the Buyer has paid all monies owed to the Company in full. If any payment is overdue the Company may (without prejudice to any of its other rights and remedies) recover and resell the Goods and the Buyer hereby irrevocably authorise the Company and its agents or servants to enter (upon the Buyer's premises at any time for that purpose).

16. Notwithstanding condition fourteen above all risk in respect of the Goods shall be assumed by the Buyer upon delivery to him.

## DEFECTS

17. It is the Buyer's obligation to inspect the Goods at the time of collection or delivery. Any claim in respect of defective workmanship parts or otherwise shall be made to the Company and the time of collection or delivery.

18. In the event that the Goods are delivered by an independent Carrier no claim in respect of Goods damaged in transit or loss will be accepted if the Carrier has been given a clear receipt of the Goods or if the Carrier is not notified in writing of such loss or damage and of relevant particulars within the same time limits as those appropriate to the claim under the standard terms and conditions of carriage of Carrier concerned for the time being in force. Such notification to the Carrier shall be given by the Buyer and the Company shall be duly advised.

#### PRE-CONTRACT STATEMENTS / LITERATURE

19. The Company does not accept liability for any statements made whether written or incorporated into sales and technical literature during the course of negotiations.

#### NON PRIME GOODS

20. Where Goods are sold as non-prime (as stated in our invoice or acknowledgement of order) those Goods are sold in their actual state, as seen, without warranty and with all faults whether or not you have inspected the Goods prior to delivery. We will give you reasonable opportunity to inspect the Goods prior to purchase but the onus shall be on the Buyer to satisfy the state and conditions of the Goods.

#### FORCE MAJEURE

21. If the manufacture, transport or delivery of the Goods be prevented interrupted delayed by circumstances beyond the Company's control including but not limited to, war, civil riot, shipwreck or any accident at sea, in the air or on the land, fire, flood, Government order or control, or in any form strikes, lock outs reduction in or unavailability of power supply or breakdown of plant machinery or shortage or unavailability of raw materials from normal sources or on any event for which a third party is responsible the Company shall have the right to cancel or delay delivery the amount delivered or cancel the supply of Goods in such a manner as it may seem reasonably think fit and the Company shall not be liable for breach of contract.

#### GOVERNING LAW

22. The Contract is governed by English Law and the Buyer and the Company submit to the exclusive jurisdiction of the English Courts. The Buyer and the Company do not intend that any term of the contract shall be enforceable by virtue of the contracts (Rights of Third Parties) Act 1999 by a person not party to it.