

PRE-TREATMENT TECHNOLOGIES LIMITED CONDITIONS OF SALE

In these conditions "the Company" means **Pre-Treatment Technologies Ltd. The South Bank, Stubbing Wharf, Hebdon Bridge, HX7 6LU**; Registered in England and Wales, Company number **5976897**; "the Customer" means the person, firm or Company purchasing the goods, "the goods" means the goods or materials which shall be the subject of a contract between the Company and the Customer, "the price" means the price specified in the Company's price list, acknowledgement or otherwise communicated to the Customer. If you are buying the goods for your own personal use and not as part of a business, you are the consumer. For consumers, specific terms and conditions apply as set out in clause 7 below.

1. PRICES

(i) Prices are in accordance with the Company's price list or a Company quotation current at the date of order provided that if between the date of order and date of delivery there is any variation in the cost of manufacture or delivery of the goods the Company shall be entitled to vary the price proportionately.
(ii) Subject to (i) above, quotations are valid for 14 days from the date of their issue by the Company.

2. PAYMENT

(i) Payment for all goods purchased by non-account holders shall be made prior to delivery.
(ii) For account holders, unless otherwise agreed in writing payment for goods supplied are strictly net cash by the last day of the month following the month of the date of invoice. Time for payment shall be of the essence. The Company may at any time on or after acceptance by notice in writing to the Customer vary the terms of payment by demanding immediate payment or at the Company's option adequate security for sums due hereunder.
(iii) The Company reserves the right to charge interest at 5 per cent above Lloyds Bank plc base lending rate from the time being in force on invoices overdue for payment.
(iv) If any payment shall not be paid on its due date the Company shall be entitled to suspend all further standing deliveries until such payment is received notwithstanding that if such deliveries may be part of the same order in respect of which payment has not been made. The right to suspend deliveries under this paragraph shall be in addition to any other remedies to which the Company is entitled.
(v) With the exception of Consumer prices shown on a website, all prices are exclusive of any applicable VAT, for which the Customer shall be additionally liable.
(vi) All payments must be made by the Customer in sterling by cleared cheque or transfer to such bank account as the Company may from time to time notify in writing to the Customer. Payments are not deemed to be made until cleared funds are paid into the Company's bank account.

3. DELIVERY

(i) Delivery of the goods shall take place when the goods are delivered at the address specified by the Customer; or where goods are collected from the Company's premises by the Customer, when delivered to the Customer's vehicle. Delivery prices will be confirmed upon acceptance of your order. The Company may not be able to deliver to all locations, especially locations off the UK mainland. If delivery is required for an overseas destination you may be required to pay in full for the goods prior to their delivery and delivery will be ex-works the Company's premises unless otherwise agreed in the Company's order acceptance. The Customer will be liable for insurance, complying with import and export regulations and ensuring adequate documentation is created for the sale. Any assistance in this regard offered by the Company will be at an additional fee.
(ii) The Company shall not be liable for failure to deliver on any specified date and any delivery date specified on the Company's acceptance of an order is an estimate only. Further the Customer shall not be entitled to refuse to accept the goods if so delayed.
(iii) The Company reserves the right to cancel a contract if:
1. The Company has insufficient stock to deliver the goods you have ordered;
2. The Company does not deliver to your area; or
3. One or more of the goods you ordered were listed at an incorrect price due to typographical error or an error in the pricing information received by the Company from its suppliers.

If the Company does cancel your contract the Company will notify you by e-mail or telephone and will re-credit to your account any sum deducted by the Company from your credit card as soon as possible. The Company will not be liable for any compensation for disappointment suffered or losses or costs incurred by you as a result of a cancellation.

(iv) The Company reserves the right to deliver up to five per cent (5%) more or less than the ordered quantity of goods any such additional delivery or shortfall in delivery will be subject to a additional charge or credit as the case may be.
(v) If an order is required to be executed by the part deliveries each part delivery shall constitute a separate contract for the sale of goods and any defect in or failure to deliver any part delivery shall not entitle the Customer to cancel any outstanding part deliveries of such order or any other orders.
(vi) All claims against the company on whatever grounds must be notified to the Company in writing. Claims for damage or partial loss of goods in transit must be made to the carrier immediately on delivery of the goods and confirmed in writing to the Company and to the carrier within three days of delivery of the goods. Claims for non-delivery of goods must be made within seven days of notice of dispatch or invoice whichever is the sooner. All other claims against the Company must be made within ten days of delivery of the goods and in any event before they are mixed with any other goods. At the expiration of the said periods without lodgement of claim in the manner aforesaid the Company shall be deemed to have fulfilled its obligations under contract in every respect whether expressed or implied in any way whatsoever and the Customer shall make no complaint in respect of goods forming the subject of the dispatch.

4. WARRANTY AND LIABILITY

(Consumers are referred to clause 7 below)

(i) The Company warrants that goods delivered shall be of its standard quality and formulation for those goods unless otherwise agreed and will be reasonably suitable for the purpose recommended in writing by the Company. Where no written recommendations for the purpose are made by the Company then you are responsible for ensuring that the goods purchased are suitable for your use.
(ii) The Company's liability in respect of any goods supplied shall be limited to the replacement of such goods which do not conform to the said warranty and in particular (but without prejudice to the generality of the foregoing) the Company shall not be liable for the failure of any goods to fulfill any purpose which has not been recommended in writing by the Company or for the failure of any goods to fulfill any purpose where the Company's methods of use or the labeling on the goods or other health and safety instructions r regulations have not been complied with.
(iii) The Company shall be liable for damage to tangible property attributable to failure of the goods to conform with the warranty in clause 4(i) above to a maximum liability of £ five million per event or connected series of events.
(iv) Save as set out in clause 4 (ii) and (iii) above and subject to clause 4 v) below, the Company shall not be liable in respect of goods supplied for any loss or damage attributable to the goods or their use whether direct or indirect or consequential howsoever arising;
(v) The Company does not exclude any liability for death or personal injury as a result of the Company's negligence.
(vi) The warranty contained in this clause shall be deemed to exclude all other warranties and conditions of sale whether express or implied and whether arising under statute common law or otherwise and is given in place thereof.
(vii) The Customer agrees for itself and its servants agents and those under its control to comply with all instructions relating to the use and safe handling, storage and disposal of goods supplied by the Company as notified by the Company or required by legislation.

5. PROPERTY RIGHTS

(i) The Customer agrees to indemnify the Company against all liabilities incurred by the Company resulting from any action of the Customer in connection with goods supplied by the Company so far as concerns the infringement or alleged infringement of third parties rights to any trade mark patent know-how design copyright or other intellectual industrial property.
(ii) The risk in any goods supplied by the Company shall pass to the Customer on delivery to the Customer but the legal and equitable property in such goods shall be retained by the Company until such time as the Customer shall have paid to the Company the agreed purchase price, together with the full price of any other goods the subject of any other contract with the Company.
(iii) In the event of a Customer entering into Liquidation or having a Winding Up Order made against it, or a Receiver, Receiver and Manager or Administrative Receiver being appointed over its assets or income or any part thereof or in the event of the Customer being an individual or individuals he or either of them committing any Act of Bankruptcy or having any Bankruptcy Petition presented against him or either of them or if the Customer has failed to pay for any goods on due date the Company may (without prejudice to any other remedy) rescind without liability to the Customer any outstanding and unexecuted contracts at such date and the Company may by its duly appointed representatives enter the Customer's premises and recover all goods in respect of which property shall not have passed to the Customer.
(iv) Until any property in the goods has passed to the Customer such goods shall be held by the Customer as Bailee for the Company.
(v) In the event of the Customer reselling or otherwise disposing of the goods or any part thereof before property has passed to them, the Customer will, until payment is made in full to the Company of the price of the goods, hold in trust for the Company all rights under any such contract of sale or other contract in pursuance of which the goods or any part thereof are disposed of, or any contract by which property comprising the said goods or any part thereof is or is to be disposed of and any monies or other consideration received by them thereunder, and such proceeds are to be used first in discharge of any outstanding indebtedness to the Company, Further if the Customer has not received the proceeds of any such sale he will if called upon to do so by the Company, upon demand, assign to the Company all rights against the person or persons to whom the Company's goods have been sold.

6. GENERAL TERMS

(i) Contract to supply goods shall not be made until orders placed by Customers are accepted by the Company, the Company reserved the right to reject orders. All orders accepted by the Company shall be subject to these Conditions of Sale and the Company shall not be deemed to have accepted any variation of its Conditions of Sale or any terms and conditions proposed by the Customer without agreement in writing to such variation by the Company.
(ii) If these terms of sale are not acceptable the Customer must so notify the Company. The Company's acceptance of the Customer's order is expressly made conditional upon the Customer's assent that these terms of sale including exclusion of liabilities and retention of titles are the sole terms governing this purchase and sale. The Customer's taking delivery of any goods supplied hereunder, shall evidence assent.
(iii) Every order from the Customer accepted by the Company shall be deemed to be a separate contract enforceable by the Company as such notwithstanding the existence at any one time of two or more outstanding orders with such Customer and no dispute with regard to any order shall preclude execution of other orders and the Customer shall not be entitled to any right of set-off or counterclaim to which it may be entitled under one order in respect of any other orders.
(iv) No order (or part of an order) may be cancelled by the Customer without the written consent of the Company.
(v) Notwithstanding anything to the contrary hereinbefore contained the Company shall not be liable for any non delivery due to caused beyond its control including, without limitation, strikes, lock-outs or any other industrial disputes, breakdown of systems and network access, flood, fire or explosion or accident or non-availability of essential supplies and the Company may at its option in the event of such causes be entitled either to cancel any contract or postpone execution of any order until such time as the Company shall consider that such circumstances no longer apply.
(vi) These conditions and any agreement made between the Company and the Customer hereunder shall be governed by English and Welsh Law and the Courts of England and Wales shall have jurisdiction to determine any dispute arising thereunder.
(vii) These conditions, together with the Company's current website prices and notices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of goods to you by the Company. Nothing said by any sales person on the Company's behalf should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by the Company. Save for fraud or fraudulent misrepresentation, the Company shall have no liability for any such representation being untrue or misleading.

7. CONSUMER PROVISIONS

Where the Customer is purchasing goods as a consumer either from the Company's web site(s) or as part of a distance sale (all as defined by relevant legislation) then the following additional terms and conditions apply to the above conditions:

(i) The Customer's statutory rights are not affected by anything in these conditions'
(ii) The Company will notify the Customer in its acceptance of the Customer's order if the delivery will take more than 30 days.
(iii) The Customer will have a period of 7 working days after delivery when the Customer can cancel the Customer's order for non-bespoke or goods that have not been made or prepared especially for the Customer. If the Customer wishes to cancel its order for such goods then the Customer must notify the Company in writing and return the goods to the Company, with seals unopened and in their original packaging materials. Where the Customer has opened sealed goods the Customer will be deemed to have accepted them and the Customer will not have a right to reject them. The Customer must return goods that are cancelled to the Company at the Customer's own risk to the Company's address asset out above. Refunds will be made for goods returned in good saleable condition within 30 days of the Customer's cancellation less postage costs. Where the Customer does not return the goods to the Company the Company may recover possession of them from the Customer and charge the Customer the Company's costs of so doing. Orders for goods that are bespoke or have been produced or prepared especially for the Customer cannot be cancelled. The Company will identify such goods on its web site(s) or when the Company accept any order from the Customer;
(iv) Any contract that is created by the Company's acceptance of the Customer's order shall be stored by the Company and copies will be accessible to the Customer upon the Customer's request. A charge may be made for copies where this is permitted under relevant legislation;
(v) If the Customer is not a consumer then the provisions of this clause 7 do not apply to the Customer's contract with the Company.
(vi) Prices quoted on www.pretreat.co.uk are inclusive of VAT and exclusive of carriage.