

Terms and Conditions for the Sale of goods

1. Interpretation

In these terms:

"Buyer" means the person who accepts the company's written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Company;

"Goods" means the goods (including any instalment of the goods or any part of them), which the company is to supply in accordance with these terms;

"Company" means C-Quip Limited (registered in England and Wales under number 02237248);

"Contract" means the contract for the sale and purchase of goods;

"Terms" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the company;

"Writing" and any similar expression, includes facsimile transmission and comparable means of communication, including electronic email.

A reference in these terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of the sale

The company shall sell and the Buyer shall purchase the Goods in accordance with the Company's Written quotation (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Company), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the company.

The Company's employees or agents are not authorised to make any representation concerning the goods unless confirmed by the Company in Writing. In entering into the Contract the buyer acknowledges that it does not rely on any such representation which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

Sale or Return: Where the Buyer has requested goods on 'Sale or Return' basis, the Buyer shall advise the Company of his intentions within 30 days of delivery of the goods.

3. Orders

No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.

The Buyer shall be responsible to the company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information related to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

The quantity, quality and description of the Goods and any specification for them shall be as set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).

No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in Writing of the Company and on terms that the buyer shall indemnify the Company in full against all loss (including loss of profits), costs, damage, charges and expenses incurred by the Company as a result of cancellation.

4. Price of the Goods

The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Company without giving notice to the Buyer.

The Company reserves the right, by giving Written notice to the buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties), any change in delivery dates or quantities for the goods which is requested by the Buyer, or any delay caused by any instructions of the buyer or failure of the Buyer to give the Company adequate information or instructions.

Except as otherwise stated in the Company's Written quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Buyer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.

The price is exclusive of any applicable value added tax, which the buyer shall be additionally liable to pay to the Company.

5. Terms of Payment

The Buyer shall pay the price of the Goods (less any discount to which the buyer is entitled, but without any other deduction) within 30 days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.

If the buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:

Cancel the contract or suspend any further deliveries to the Buyer;

Appropriate any payment made by the buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of two percent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

The Buyer acknowledges that information (including information relating to the Buyer, such as its name and address) regarding the transactions between the Company and the buyer may be disclosed to the Company's financiers who will record such information and who may perform a credit search with a licensed credit reference agency.

6. Delivery

Delivery of the Goods shall be made by the Buyer collecting the goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place.

Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of the goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Buyer.

Where delivery of the goods is to be made by the Company in bulk, the Company reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole repudiated.

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

If the buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the buyer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:

Store the Goods until actual delivery and charge the buyer for the reasonable costs (including insurance) of storage; or
Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

Any offers relating to free of charge delivery when ordering through the website exclude, without limiting, the following: Oversized parcels as deemed by the companies courier, out of area postcodes as deemed by the companies courier, the shipping of dangerous goods over bodies of water, and any areas outside of mainland UK. In this instance, the company will provide a written quotation advising of delivery charges.

7. Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 In the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the goods are available for collection; or

In the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as the Company's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

Until such time as the property in the Goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Company may at any time require the Buyer to deliver up the Goods to the Company 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 and repossess the Goods.

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 the Company, but if the Buyer does so all moneys owing by the buyer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

8. Warranties and Liability

The Buyer acknowledges that the Company is not the manufacturer of the goods and accordingly, subject to the following provisions, the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the company. When no such warranty is given by the manufacturer, it will be limited to a maximum of 12 months from the date of shipping goods to the buyer.

The above warranty is given by the Company subject to the following conditions:

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

The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

Subject as expressly provided in these Terms, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these terms.

A claim by the Buyer which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Buyer) be notified to the Company within seven days from the date of delivery or (where the defect of failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the goods and the Company shall have

no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract.

The company will not in any circumstances be liable to the buyer for any consequential or indirect loss or damage, including, but not limited to loss of profits, damage to property, loss of contracts, or subcontractor fees incurred, or for any claim against the company by a third party.

Where a valid claim in respect of any of the goods which is based on a defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with these Terms, the Company may replace the goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the buyer.

Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

Act of God, explosion, flood, tempest, fire or accident;

War or threat of war, sabotage, insurrection, civil disturbance or requisition;

Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

Import or export regulations or embargoes;

Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

Power failure or breakdown in machinery.

The company has undertaken no responsibility for investigating the end use of the goods. It is the buyer's responsibility to ensure that they carry out any tests or examinations to ensure the goods are suitable for the use purchased.

The buyer takes full responsibility for ensuring that all reasonable efforts are taken to maintain the security of online usernames and passwords for purchasing via the online facility on the website. The company does not accept any liability for fraudulently ordered goods if ordered using the correctly ordered codes. A copy of C-Quip Ltd's complaint procedure can be found on our website.

9. Insolvency of Buyer

This clause 9 applies if:

The Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

An encumbrancer takes possession, or receiver is appointed, of any of the property or assets of the Buyer; or

The Buyer ceases, or threatens to cease, to carry on business; or

The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. General

Any notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of the Contract 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 Contract and the remainder of the provision in question shall not be affected.

The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

11. Data Protection & GDPR

In order to comply with GDPR regulations which come into effect on the 25th of May 2018, C-Quip Ltd have undergone a rigorous process of internal assessment of all data held on our system. C-Quip Ltd have implemented numerous policies to ensure full compliance with all the relevant parts of this regulation and have registered with the ICO. C-Quip Ltd web privacy policy can now be found on the contact us section of the website.