



## Tube Gear Ltd Terms and Conditions of Sale (18-05-2015)

### 1 Conditions of Sale

The acceptance of any order or contract of any kind will be subject to the following Conditions of Sale ("Conditions"). Any employee, agent, representative or third party cannot vary these Conditions without the written confirmation of a Tube Gear Ltd ("Tube Gear") Director. These Conditions may be subject to change at any time. It is the customer's responsibility to check the latest version of the Conditions from time to time.

### 2 Retention of Title

**a** All goods sold by Tube Gear shall remain in their title, until all sums owed by the customer to Tube Gear are paid in full for any goods or services supplied under any contract or order.

**b** In the event of the customer being unable to pay debts owed to Tube Gear for what so ever reason, the customer will irrevocably grant free licence for a Tube Gear agent or representative to enter the customer's property or premises, to reclaim any goods sold by Tube Gear to a value not less than that owed.

### 3 Terms of Payment

**a** All payments must be made in the currency of the invoice issued or agreed in a contract.

**b** All UK and Eire account payments to be paid in full and without set-off by the last day of the month following the month of invoice. Timely payment is of the essence of any order or contract.

**c** All other export payments will be agreed, prior to, or at the time of confirmation of the order.

**d** Any queries regarding any invoice or credit note must be notified to Tube Gear accounts department in writing within 10 days of the date of invoice.

**e** Failure to meet the agreed payment terms may result in Tube Gear suspending or withdrawing any contractual obligations to any customer.

**f** The customer shall meet all costs incurred in the recovery of any debt.

**g** Tube Gear reserves the right to charge interest at the rate of 4% above the Bank of England base rate per month on any overdue amounts. However, this clause does not restrict Tube gear from claiming the full amount of interest as stated in the Late Payment of Commercial Debts Act (1998) at anytime.

## 4 Prices

- a** All published prices are subject to change without notification and the addition of VAT where applicable.
- b** Quotations for prices and quantities will only be deemed binding for a particular order and will be confirmed at the time of order placement. Varying of quantities may affect the price quoted.

## 5 Minimum Invoice Charge

Due to the high costs of processing small orders a minimum charge of £20 net of VAT and separate carriage charges may apply.

## 6 Carriage and Packing

- a** UK Mainland. Orders over £150 nett will be delivered free of charge by a carrier of Tube Gear Ltd choice.
- b** UK Islands and Eire: Carriage terms will be agreed prior to or at the time of order placement.
- c** Postage charge and postage charge heavy (i.e. over 1 kilo) will be charged at time of order.
- d** Any postal orders with a value of over £50 nett will be sent by special delivery at a price agreed at time of order placement.
- e** Other Export: All prices quoted are ex-works and carriage will be charged separately.
- f** Special orders placed may result in charges to Tube Gear for which the customer will be re-charged.
- g** Goods despatched by any means other than Tube Gear standard carrier service may incur additional charges.
- h** All packaging is non returnable and responsibility for its disposal remains with the customer.

## 7 Loss, Shortage and Damages

Any claim for loss, shortage or damage must be made within 3 days of receipt of goods and confirmed within 7 days. Claims made outside these times will not be considered.

## 8 Return of Goods

- a** The return of any goods will only be accepted if accompanied by a returns number issued by the Tube Gear sales office. To obtain this we will need a delivery note or invoice number, and a valid and reasonable reason for their return.
- b** Goods ordered specially will not be accepted for return.
- c** Credit or exchange will only be given if the goods are of current design and in a resalable condition (including packaging). The meeting of these criteria and the quantities received will be the decision of Tube Gear goods inwards personnel only.
- d** A handling charge of up to 20% plus distribution costs may be deducted from any credit issued.

## 9 Design and Description

**a** Every effort is made to ensure illustrations and descriptions are as accurate as possible in any publication of Tube Gear products, but these do not form any basis of a contract and no liability is accepted for variance of design or performance.

**b** We reserve the right to alter the design, material and specification of Tube Gear products if we are satisfied they continue to perform their main function.

## 10 Faulty Goods Warranty

**a** We guarantee to replace free of charge any goods supplied by Tube Gear which may be defective through faulty materials or workmanship, provided always, such goods are promptly returned free to Tube Gear premises within 7 days of the defect becoming apparent and not later than 12 months after the date of despatch.

**b** We shall not be liable for any loss incurred through stoppage, injury, indirect or consequential damages (including loss of revenue & profit) or any other expenditure however caused. Tube Gear's total liability to the customer in respect of all losses (apart from losses incurred due to fraudulent misrepresentation or death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, or losses that cannot be limited by law) arising under or in connection with the an order or contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the goods relating only to that contract or order.

**c** This guarantee is in respect of materials or workmanship only and shall not apply if the product has been altered or tampered with or if the defect is caused by fair wear or misuse of any kind.

**d** The customer is responsible for ensuring that the goods are suitable for the purpose for which they were purchased for use.

## 11 Delivery

**a** Tube Gear will seek to deliver goods ordered by the customer within the time requested by the customer. However, time for delivery shall not be of the essence and Tube Gear shall not be liable for any losses alleged by the customer to have been incurred directly or indirectly as a consequence of any late delivery of goods, or inability to supply the goods ordered within the time requested.

**b** Tube Gear can cancel, withhold or suspend delivery, without additional liability, due to any force majeure (an event beyond the control of Tube Gear) circumstances.

**c** Tube Gear may cancel an order at anytime, without additional liability, for any reason whatsoever subject to giving at least [1] weeks written notice before any estimated delivery date.

**d** Tube Gear reserves the right to withhold or suspend delivery of goods to a customer if any account has not been paid when due by the customer or the customer is insolvent.

**e** Upon delivery to customer premises, risk to the goods will be the responsibility of the customer. Title will remain with Tube Gear until full payment has been received.

## 12 Customer Conditions of Purchase

In all cases the Conditions of Sale stated above override, supersede and replace any terms and conditions of purchase stated by the customer or any other agreements currently in place between the parties.

## 13 Confidentiality

Customer shall treat as confidential and shall not, other than in the proper performance of its obligations under these Conditions, use or disclose to any person, firm or company, any confidential information belonging to Tube Gear that Tube Gear has stated (orally or in writing) to customer is confidential in nature, nor permit its use or disclosure.

## 14 Intellectual Property Rights

Should Tube Gear own any copyright, trade mark, patent, registered design, know how or other intellectual property of whatever nature subsisting anywhere in the world and whether registered or unregistered in relation to goods or marketing materials, customer shall not copy, commercially exploit (subject to fair use of any goods) or manipulate such intellectual property for its own or any third party's benefit.

## 15 General

**a** Tube Gear will be entitled to assign or transfer any right or obligation under these Conditions without the consent of the customer.

**b** Any notices served by the parties under these Conditions shall be in writing, and may be delivered:

- (i)** by hand or sent by first class recorded delivery post to the address of the addressee as set out in this agreement, or to any other address in the United Kingdom that the addressee may notify to the other parties in writing from time to time; or
- (ii)** by email to the recipient's email address.

**c** Except as expressly stated in these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 and the parties do not intend that any third party rights are created.

**d** These Conditions shall be interpreted in accordance with English law, and in the event of any dispute in respect of the subject matter herein, the parties hereby submit to the exclusive jurisdiction of the English Courts.

## 16 Divisibility Clause

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 of default in delivery of any other instalment.