

A Bratt & Son Ltd. – Bratts Ladders Terms and Conditions of Sale

Unless otherwise specifically stated, the following terms and conditions of sale shall govern all transactions

1. COST VARIATION

Quotations are based on current costs of production and are subject to amendment on or at any time after acceptance to meet any rise in such costs. In particular prices are subject to revision in the event of any war, change of fiscal policy, foreign exchange fluctuations, alterations in wage or labour conditions, or other contingencies beyond our control involving any increase in cost between the date of the quotation and the date of delivery. Any fixed term contracts awarded to the seller shall also be liable to the seller's terms and conditions unless otherwise agreed in writing, for as long as it is not detrimental to the seller's business, monetary or otherwise.

2. VALUE ADDED TAX

Prices quoted are exclusive of Value Added Tax or any other duty payable.

3. DRAWINGS

The purchaser shall be responsible for authorising any drawings, designs and specifications and for ensuring that such drawings and specifications correctly describe the goods required, and for obtaining any planning permission, licences etc. that may be necessary. The purchaser shall be responsible for any costs caused by omissions, error or inaccuracies in such drawings, designs or specifications. The copyright in any drawing the Company provides shall remain in it and the Purchaser may not copy or otherwise utilise the information in such drawings.

4. DELIVERY

- (a) Should expedited delivery be agreed and necessitate overtime or other additional costs an additional charge may be made.
- (b) Unless otherwise agreed the price quoted is for delivery of the work to the customer's address as set out in the estimate.
A charge may be made for delivery to a different address.
- (c) Title in the goods shall remain in the Company until the price for the goods and all other money due from the Purchaser to the Company has been paid. The goods must not be used by the purchaser and must be kept at the delivery address and the Company has the right of entry onto such premises for the purpose of removing the goods.
- (d) Every effort will be made to deliver by the due date but unless specifically otherwise provided in writing time shall not be the essence for delivery. If there is a delay of no less than 14 days in delivery the purchaser may by immediate written notice to the Company cancel the order and neither party shall be under any further obligation to the other.
- (e) The Company may withhold or delay delivery if it receives information which might reasonably make it suspect that payment would not be made by the due date.

5. SPECIFICATIONS

Specifications are subject to alteration without notice.

6. LIABILITY AND INDEMNITY

- (a) Goods are not tested or sold as fit for any particular purpose and it shall be the responsibility of the purchaser to use the goods in accordance with any relevant regulations, codes of practice and safe working loads.
- (b) The Company accepts no liability for consequential loss of or damage to property which is attributed to the failure of the goods supplied (whether or not the Company is the manufacturer of the goods) whether due to accident, abuse, incorrect technical assessment by the Company or its representatives or for any reason whatsoever.
- (c) The Purchaser shall indemnify the seller against any claim by a third party in respect of loss of or damage to any property howsoever caused, arising from the use of, or otherwise in connection with the goods. The purchaser's indemnity shall extend to any liability of the seller to such third party and all costs and expenses incurred by the seller in connection with such claim.

7. CLAIMS

Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the seller and carrier so as to reach them within three days of delivery and claims for non-delivery within fourteen days of despatch of the goods. All other claims must be made to the seller within ten days of delivery. Signing goods received unchecked is not acceptable all goods must be inspected at point of delivery and signed for accordingly. Any damage found after signing in good condition will not be accepted as we will have no recourse with the carrier. The return of goods will not be accepted unless the seller or his representative has the opportunity of examining them. The Company must be given reasonable opportunity to inspect and or repair goods claimed by the Purchaser to be defective.

8. TERMS OF PAYMENT

Terms of payment are strictly thirty days net monthly for account customers from the invoice date, unless otherwise agreed.

Non account customers will be required to pay via pro-forma invoice prior to manufacture. If trading meets, the Company's requirements, then a monthly account may be created but not assumed. A minimum of 6 months trading history is required before a customer account can be approved. All customer accounts are monitored for use and any dormant accounts maybe removed without notice. Payment will be required in full prior to manufacture for all customers ordering Bespoke products.

9. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10. OFFSHORE DISCLAIMER

The seller carries no insurance for any goods to be used in any offshore circumstance. Liability for any such goods will be solely the responsibility of the purchaser and the seller will take no liability for any goods failure or misuse, this will extend to personal or any other injury sustained by persons or equipment by the use of any goods purchased being used off shore.

11. SUPPLY OF EQUIPMENT

Any equipment supplied by the seller as a fixture, vehicle roof rack systems or attachment for retro fitment and or new fit to existing or new product are fitted under the Purchaser's own risk. Liability of any such goods will be solely the responsibility of the Purchaser and the seller will take no liability for any goods failure or misuse, this will extend to personal or any other injury sustained by persons or equipment by the use of any goods purchased. Any safety or installation instructions supplied must be complied with and the Company has no liability if that is not the case.

DEFINITIONS

"the seller" & "the Company"	A Bratt & Son Ltd. – Bratts Ladders
"the purchaser"	means the person, firm or company with whom the seller has entered into a contract of sale
"the goods"	means the goods sold or agreed to be sold by the seller to the purchaser
"off shore"	means the place in which they will be used, oil or gas rig, ship or water bound vessel etc.

The above terms and conditions are intended to apply to business transactions and shall not, in any way, prejudice the statutory rights of a consumer, who shall be bound by these terms and conditions in so far as they are consistent with such statutory rights.

By receiving these terms and conditions the purchaser will be deemed to have read and understood and will be bound by them in their entirety. If the purchaser disagrees with or wishes to refute this document, they should do so in writing within five working days of receipt of this document at which point the seller will acknowledge receipt of any such communication.

The above terms and conditions are accepted and agreed by the following parties and no one apart from a Director of the company has power or authority to agree any amendment which must be in writing.

Signed on behalf of the Company

Company name: A Bratt & Son Ltd.

Signed:



Name of signatory: Mr Stephen Bratt