

TERMS AND CONDITIONS OF TRADING

Contego Safety Solutions Ltd (The Company) transacts business only subject to the following conditions. No purchaser's conditions shall override these. All Terms of Contract shall be governed by the Laws of England. These conditions supersede and replace any previous versions.

1. Title and Risk

Title to goods shall not pass to the Purchaser until the invoice price and any other money is paid in full, although risk in the goods passes to the Purchaser on receipt. Contego Safety Solutions reserves the right to collect goods (from the purchaser) or any other goods to the value of the invoice price on outstanding invoices.

2. Delivery

- a. Although every effort will be made to fulfil delivery dates, no liability arising from delay is accepted by the company
- b. Carriage charges of £10 are applicable on all orders below £100 excluding VAT.

3. Damage, Shortage, Non-Delivery

- a. Any shortages or discrepancies must be reported within 3 days of delivery and confirmed in writing within 7 days of delivery or no claims will be accepted by the Company.
- b. It is the responsibility of the Buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury.

4. Terms of Payment, Bankruptcy, Liquidation

- a. Payment is STRICTLY 30 days from month end invoice date for approved credit accounts unless otherwise agreed in writing. Late payment may result in credit facilities being withdrawn or suspended.
- b. For non-account customers, payment with order or on delivery will be required.
- c. Interest will be charged at the Company's discretion on all overdue accounts at the rate of 2.5% per month or part thereof from the due date until payment.
- d. The purchaser agrees to accept a surcharge payable forthwith:
 - i. Of £25 if a cheque in settlement or part settlement of an invoice is dishonoured for any reason
 - ii. Of any expenditure incurred by the Company if the Company decides to instruct a third party to attempt to collect on behalf of the Company any overdue amount owing to it. Also, the Company shall give to the third party any necessary information about the purchase to enable the sums due to be collected.
- e. Should the purchaser make any breach of obligation to the Company or any bankruptcy be led by or against the purchaser or be unable to pay debts within the meaning of the insolvency act 1986 the Company shall have the right forthwith to:
 - i. Cancel any subsisting contract and stop any outstanding deliveries without remedy to consequential loss through non completion of contract.
 - ii. Enter the purchasers' premises to recover the goods, or any other goods to the value of the outstanding sum.

5. Special Orders

Any order special ordered or altered items may not be cancelled or returned.

6. Waivers

No waiver by the Company, in any one or more instances, in insisting on its rights under these conditions shall be construed as a future waiver or relinquishment of its rights, and the Purchaser's acceptance of the Company's conditions of sale shall continue in full force and effect.

7. Liability

- a. The Company shall not be liable to the Buyer for damage to goods or injury to persons resulting from negligent or improper use or handling of goods by the customer, his employees or agents, or members of the general public
- b. The Company shall not be liable to the Buyer for any loss of profit or contracts or other consequential loss of any kind contingent upon acts or omissions of the Company however caused.
- c. Illustrations, descriptions, weights are to be taken as a guide only and are not binding in detail. The Company reserves the right, without notice and without affecting the validity of the contract, to make changes in materials, dimensions and design as are reasonable or desirable.
- d. Advice, information and opinion given by any employee or agent of the Company is given without legal responsibility. Any recommendation or suggestion relating to the goods made by the Company either in technical literature or in response to specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability to the goods for his particular purpose, and he shall be deemed to have done so.

8. Returns

a. Standard Returns:

Providing your return is approved for refund you will be paid the full amount (including any original delivery costs). The return needs to have been requested within 14 calendar days and received with us within 28 calendar days of delivery. You may return an item up to 90 calendar days after delivery; these will be refunded less a 15% restocking fee. You will usually receive your refund within 7 days of us receiving the item(s) back in our store.

b. Faulty Returns:

Should you need to return an item to us, deemed to be faulty, please contact us as above. We will arrange the collection using our transport at our cost. Our main aim is to keep you working, so we will supply and invoice a replacement for you right away. Once the item has been assessed and found faulty we will apply a full credit.

c. Discounted Quantity Rate Returns:

If you return part of an order originally purchased at a discounted quantity rate we will recalculate the value of your remaining order based on the appropriate rate.

In the example below if you buy 100 items at £0.50 totalling an order of £50 and return 80 to us, your order for the remaining 20 would be invoiced at £0.60 each (new order total £12) and we will refund you the remaining £38. Goods must be undamaged and suitable for resale before a credit note can be issued.

d. All returns must be accompanied by the correct returns documentation available from the Company on request in order for credit to be raised against the returns.

9. Claims

Notice of damage, delay or partial loss of goods in transit or non-delivery must be given in writing to the Company and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within 7 clear days of delivery (or, in the case of non-delivery, within 35 days of despatch). All other claims must be made in writing to the Company within 28 days of delivery. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with, except where the Customer proves that it was not possible to comply with the requirements or notice (where required) was given and the claim made as soon as reasonably possible.

10. Insolvency

In respect of all unpaid debt due from the purchaser, the Company shall have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks and to apply the proceeds towards such debts and have the rights to enter the Customer's premises to recover the Company's property.