

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the seller
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller
- 1.3 "Delivery date" means the date specified by the seller when the goods are to be delivered
- 1.4 "Goods" means the articles which the buyer agrees to buy from the seller
- 1.5 "Price" means the price for the goods excluding carriage, packing, insurance and VAT
- 1.6 "Seller" means DURO YOKOTA Ltd of Sheffield in the county of South Yorkshire.

2. CONDITIONS APPLICABLE

- 2.1 These conditions shall apply to all contracts for the sale of goods by the seller to the buyer to the exclusion of all other terms and conditions including any terms of purchase or similar documentation supplied by the buyer at point of order.

- 2.2 All orders for goods shall be deemed to be an offer by the buyer to purchase goods pursuant to these terms.

- 2.3 Acceptance of delivery of goods shall be deemed conclusive evidence of the buyer's acceptance of these conditions.

3. PRICE & PAYMENT

- 3.1 The price shall be the sellers quoted price. The price is exclusive of VAT at the current rate.
- 3.2 Payment of the price and VAT shall be due and payable on the date shown on the invoice. Time for payment shall be of the essence.

4. THE GOODS

- 4.1 The quantity and description of the goods shall be as set out in the seller's quotation.

5. WARRANTIES AND LIABILITY

- 5.1 The seller warrants that the goods will at the time of delivery correspond to the description given by the seller.
- 5.2 It is the responsibility of the buyer to return any faulty goods sufficiently packaged so as to avoid damage in transit, along with the original documentation to the seller's address shown in clause 1.6 above. No refund will be issued until the goods are received as aforesaid.
- 5.3 In the event that upon inspection or testing the returned goods are found to be free of any faults, the seller may refuse to issue a full refund or make a reasonable charge for time spent.

6. DELIVERY OF GOODS

- 6.1 Delivery of goods shall be made to the buyer's address or as instructed by the buyer on the delivery date. The buyer shall make all arrangements to accept delivery of the goods whenever they are tendered for delivery.
- 6.2 While the seller will endeavour to deliver the goods by any date or within any period agreed upon, such dates and periods are only estimates given in good faith and the seller will not be liable for any failure to deliver by such a date or within such a period. The seller will also not be liable for any costs arising from such failure.

7. ACCEPTANCE OF GOODS

- 7.1 The buyer shall be deemed to have accepted goods 48 hours after delivery to the buyer.
- 7.2 After acceptance the buyer shall not be entitled to reject goods, which are not in accordance with the contract.

8. TITLE AND RISK

- 8.1 The goods shall remain the property of the seller until the buyer has paid for the goods in full including VAT at the current rate.
 - 8.1.1 No other sums whatever shall be due from the buyer to the seller.
- 8.2 The goods shall be at the buyers risk as from delivery.
- 8.3 Until property of the goods passes to the buyer in accordance with clause 8.1, the buyer shall hold the goods and each of them on a fiduciary basis as bailee for the seller. The buyer shall store the goods (at no cost to the seller) separately from all other goods in its possession and marked in such a way that they are clearly identifiable as the seller's property.

- 8.4 Notwithstanding that the goods (or any of them) remain the property of the seller, the buyer may sell or use the goods in the course of the buyers ordinary business at full market value for the account of the seller. Any such sale or dealing shall be a sale or use of the seller's property by the buyer on the buyer's own behalf and the buyer shall act as principal whilst making such sales or dealings. Until property of the goods passes to the buyer the entire proceeds of sale or otherwise of the goods shall be held in trust for the seller and shall not be mixed with any other money or paid into any overdrawn bank account and shall be at all material times identified as the sellers money.
- 8.5 The seller shall be entitled to recover the price including

VAT notwithstanding that the property in any of the goods has passed from the seller.

- 8.6 Until such time as the property of the goods transfers to the buyer from the seller, the buyer shall upon request deliver such goods as have not ceased to be in existence or resold to the seller. If the buyer fails to do so the seller may enter upon any premises owned occupied or controlled by the buyer where the goods are situated and repossess the goods. On the making of such a request the rights of the buyer under clause 8.4 shall cease.
- 8.7 The buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods, which are the property of the seller. Without prejudice to the other rights of the seller, if the buyer does so all sums whatever owing by the buyer to the seller shall forthwith become due and payable.
- 8.8 The buyer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of the seller until the date that the property of the goods passes to the buyer and shall whenever requested by the seller produce a copy of the policy of insurance. Without prejudice to the other rights of the seller, if the buyer fails to do so all sums whatever owing by the buyer to the seller shall forthwith become due and payable.
- 8.9 The buyer shall promptly deliver the prescribed particulars of this contract to the registrar in accordance of the companies act 1985 part XII as amended. Without prejudice to the other rights of the seller, if the buyer fails to do so all sums whatever owing by the buyer to the seller shall forthwith become due and payable.

9. REMEDIES OF BUYER
- 9.1 Where the buyer rejects any goods then the buyer shall have no further rights whatever in respect of the supply to the buyer of such goods or the failure by the seller to supply goods which conform to the contract of sale.
- 9.2 Where the buyer accepts or is deemed to have accepted any goods then the seller shall have no liability whatever to the buyer in respect of those goods.
- 9.3 The seller shall not be liable to the buyer for late delivery or short delivery of the goods. The provisions of this clause shall apply to rights claims or liability arising directly, consequently or otherwise.

10. DIVISIBILITY CLAUSE

- (a) The company reserves the right to make deliveries/and or services by instalments and render a separate invoice in respect of each such instalment.
- (b) If the company exercises its right to make deliveries/and or services in accordance with sub-paragraph (a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the contract or the delivery/services of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.

11. PROPER CONTRACT OF LAW

- 11.1 This contract is subject to the law of England and Wales.
12. ORDER VALUE AND CARRIAGE TERMS

- Minimum carriage paid order value is £150.00 net for most UK mainland post codes.
- Ireland, Isle of Man, Channel Islands and other UK post codes - minimum carriage paid order value is £250.00 net.
- Standard transportation will be DPD - Standard tracked next day delivery on all stock items (Stock position will be advised at time of order & may incur a short delivery time, standard delivery T&C apply)
- Alternative transportation services are available on all orders as detailed below (net values):
 - NEXT WORKING DAY - £9.00 (free of charge for orders over £150.00)
 - NEXT WORKING DAY BEFORE 12.00PM - £12.00 (£6.00 for orders over £150.00)
 - NEXT WORKING DAY BEFORE 10.30AM - £17.00 (£8.00 for orders over £150.00)
 - NEXT DAY SATURDAY BEFORE 12.00PM - £34.00 (£25.00 for orders over £150.00)

- Trelawny surface preparation machines >50kg are shipped via a tracked pallet service, standard next day delivery for stock items will be free of charge for orders over £150.00
- Next Day before 12.00pm £20.00 orders above £150.00
- Next Day Saturday before 12.00pm £40.00 orders above £150.00

- Every effort will be made to dispatch orders received before 4.00pm on the same day (Monday to Thursday, 3.00pm Friday) however this cannot be guaranteed.
- The above timings do not apply to Ireland, Isle of Man and some Scottish regions. These are generally a 2 day service however this cannot be guaranteed.
- Delivery times for Channel Islands are generally 2 days but this cannot be guaranteed.