

Conditions of Sale

of PEDROLLO DISTRIBUTION Ltd -- hereinafter referred to as "the Company". All orders placed are subject to these conditions of sale and the placing of an order shall be considered to be acceptance of these conditions.

1 PRICES

Prices are subject to change without notice and are those ruling at date of despatch unless otherwise agreed in writing. Prices do not include carriage or VAT and are quoted with all applicable trade and cash discounts shown on the invoice. The minimum invoice value is £50 net.

2 TERMS

For approved credit accounts, payment is due 30 days from the end of the month of invoice unless otherwise stated in writing. The time of payment shall be of the essence of the contract. If the purchaser fails to make payment by the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- i) Charge the purchaser interest monthly on the outstanding balance at a monthly rate 3% over the Bank of England's base rate until payment is received in full. A part month shall be treated as a full month for the purpose of calculating interest.
- ii) Charge to the purchaser the costs of recovery of the outstanding amount, including legal costs and disbursements, and bank charges incurred in representing cheques or special clearance thereof.
- iii) Require payment in advance of delivery of undelivered goods.
- iv) Refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery.
- v) Cancel the contract, or any other contracts with the purchaser.

3 DELIVERY TIME

The time of delivery, whilst given in good faith, is not the essence of the contract. The Company shall not be liable for any loss or damage, including consequential loss or damage, in respect of delayed deliveries due to any reason, and howsoever caused.

4 CANCELLATION

Notice of cancellation of orders for stock items is required in writing. Stock items returned will only be accepted if in new condition and will be subject to a 20% restocking charge. Orders for items to customer's specification (including but not limited to non-UK standard voltage and/or frequency) cannot be cancelled and must be paid for in full.

5 CARRIAGE

Shortages and transit damage must be notified in writing within two days of delivery. Claims beyond this period will not be entertained. Delivery to an address other than to the account address will be entirely at our discretion and never when it is to a private dwelling or when Distance Selling Regulations are applicable to the recipient. Supplying Proof of Delivery for third party deliveries will be charged at £50.

6 TITLE

Title of the goods shall only pass from the Company to the purchaser upon full payment of all monies due. Until title passes, the purchaser holds the goods as agents for the seller, and shall be responsible for the safe custody of the goods, including insurance, and shall indemnify the Company in respect of all loss or damage of whatsoever nature affecting the goods. The purchaser may use the goods for his normal purposes. The goods must be stored separately and identified accordingly. If the goods are combined with other goods, title to the combined goods is retained by the Company, and these goods must be similarly stored and identified. The Company reserves the right to re-possess all or part of the goods or combined goods, and shall have right of entry to the purchaser's premises in order to retrieve the goods.

7 INFORMATION AND SPECIFICATIONS

Information and specifications, including photographs, drawings and diagrams, published or advised by the company are given in good faith but shall form no part of the contract. Customers should satisfy themselves of the suitability of a product for the application and no guarantees of performance are given other than those offered by the manufacturer. The Company reserves the right to alter specifications in line with manufacturer's amendments and/or other information received.

8 WARRANTY

Products are warranted for at least 12 months from date of our invoice against manufacturing defects, and shall be repaired or replaced as advised by the manufacturer. Use outside of manufacturer's recommendation guidelines, instructions for use, and wear & tear are not covered by warranty. Products alleged as warranty failures should be advised at the earliest opportunity and authorisation for return obtained. Items should be returned **carriage paid** for inspection at our works. Customers returning items for warranty inspection are responsible for providing full information of the problem and the installation together with proof of purchase, claims not supported by this information may not be considered. No responsibility is accepted for consequential loss or liquidated damages arising from the use or failure of any product howsoever caused.

9 Nothing in these terms shall affect your statutory rights.