

Terms and Conditions of Sale

1. GENERAL:

All quotations, offers and acceptances made or given by us are deemed to incorporate the following terms and conditions except in so far as they may be inconsistent with any special stipulation we have made. No addition there to or variation shall be made specifically accepted by us in writing.

2. VALIDITY:

No contract will come into existence until your acceptance of our tender is confirmed by us in writing. Any tender will lapse after one month.

3. DELIVERY:

Delivery and completion dates are approximate only and, whilst every effort will be made to meet such dates, we accept neither responsibility nor liability or any delays howsoever caused or occasioned. No claims will be entertained for discrepancies in respect of goods delivered unless notification is given to us within three days from the date of delivery, or, in case of none delivery, within fourteen days of our forwarding advice of despatch.

4. WARRANTY:

All new parts fitted will be subject to manufacturer's warranty.

Gwynedd Forklifts do not offer warranty.

No warranty on second-hand parts unless specified.

5. PRICES:

(a) Prices for goods are quoted in "ex-works". Packing, carriage, insurance and other costs (if any) and value added tax will be added at the appropriate rate.

(b) We reserve the right to increase the quoted price.

(i) by the amount of any increase in the cost of labour and materials which may occur after the date of our quotation and before delivery or completion of the installation as the case may be.

(ii) by the amount of any increase in cost resulting from any alteration made by you in any specification upon which the contract quotation or tender was based.

(iii) by an extra cost we incur during installation as a result of being obliged to suspend work on your instructions or lack of instructions,

interruptions, delays, work done outside our normal hours (unless otherwise agreed) any errors or mistakes affecting the installation for which we are not responsible, or being obliged to keep any of our employees or the employees of our sub-contractors on site after completion of the installation.

(iv) by any extra cost we may incur during installation as a result of any additions, alterations or

other changes being made to the site or to any plant or other services thereon after we have submitted a quoted price whether on the basis of an examination of the site or of plants or models thereof, and in any such event such increased price shall be deemed to the original contract price.

(c) We reserve the right to correct any errors or omissions in the quoted price.

6. RISKS AND INSURANCE:

(a) The risk on all goods and materials supplied shall pass to you on delivery to your premises or the premises to which you have directed delivery.

(b) You will indemnify us against all loss or damage to or in respect of the following which arise from any cause whatsoever other than negligence by us or our servants.

(i) any goods or materials delivered.

(ii) any work required to be replaced by us due to the destruction of the premises at which the work is being carried out.

(iii) any plant or equipment on site belonging to us which is our responsibility.

(iv) any liability for damage to third parties (including all employees) arising out of work we have carried out.

(c) You will maintain an adequate policy of insurance against risks mentioned in this clause and produce the policy to us on demand.

7. PROPERTY OF GOODS:

(a) The property and all goods and materials supplied remain vested in us until the contract has been completed and all monies due there under paid to us.

(b) Any sale on by you shall be deemed to have been made subject to this clause and any money received or due from your customer shall be held by you in trust for us.

8. TERMS OF PAYMENT:

(a) Contracts for supply only shall be net cash within thirty days after the date of the invoice for the goods supplied.

(b) Please note all accounts beyond our credit terms will be passed to our recovery agents. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Late accounts will also be subject to any legal costs incurred in obtaining settlement.

9. PACKING CASES:

All packing cases will be charged but credit will be given if the case or cases are returned in good condition, carriage paid, within one month after the date of the invoice.

10. DEFAULT IN PAYMENT:

If you fail to make payment within the term allowed for payment of any amount due under any contract with us, we shall be entitled:

(a) to suspend work and/or delivery of any goods and/or remove any goods delivered or installed which are subject of all or any of such contracts such suspension shall not in any respect release you from your obligations under such contracts and we shall be entitled to add to the price payable for such goods the increased costs resulting from the suspension; or
(b) to terminate this contract as if you had wrongly refused to accept the goods to which it relates and claim damages for breach of contract.

11. ACCESS TO SITE:

You shall provide suitable access to the site permit us facilities for uninterrupted working, accept delivery of, unload and provide suitable protection for the goods and materials from the time of delivery of all these are to be supplied at your expense, to enable the work to be expeditiously and continuously carried out.

12. FORCE MAJEURE:

We shall be entitled to cancel, rescind or vary any contract without liability for any loss or damage if we are unable to supply the goods or, in the case of goods to be installed, we are unable to complete the installation thereof as a result of act of God, fire, flood, severe or adverse weather conditions, invasion, war, act of any foreign enemy, marshal law, riot, civil commotion, rebellion, act or restraint or government authority, strike, lock out, trade dispute, or any other cause beyond our reasonable control.

Date: 04/01/2021