

# Fleetclean

WD8/CUSTOMER TRADING/FLEETCLEAN/MRT/MM/22.12.87.

## FLEETCLEAN LIMITED (“the Company”) Terms and Conditions on which all business is transacted

- 1. Scope**

These conditions shall apply to each and every contract entered into by Fleetclean Limited and no variation of these terms and conditions shall be effective unless put in writing and signed by a Director of the Company.
- 2. Delivery**
  - a.** Where a period for delivery is specified and such period is not extended by mutual consent in writing or under these terms and conditions the customer shall take delivery within that period. In all other cases the customer shall take delivery as soon as Fleetclean Limited are ready for the goods to be collected or delivered.
  - b.** Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either Fleetclean Limited or their suppliers or any other person dealing with or carrying out work to the materials on behalf of the Company as a result of strikes, lock-outs, trade disputes, breakdowns, accidents or any cause whatsoever beyond the control of Fleetclean Limited.
  - c.** Any time or date for delivery named by Fleetclean Limited is an estimate only and the Company shall not be liable for the consequences of any delay.
- 3. Guarantees and Liability for Goods**
  - a.** No condition or warranty is to be implied as to quality or fitness for any purpose or as to correspondence with description or sample or as to merchantableness either with regard to the goods to be supplied to customers or as to any material used in their assembly or manufacture and Fleetclean Limited shall not be in any way responsible or liable for inefficient or defective or inappropriate design.
  - b.** The liability of Fleetclean Limited in respect of defective goods shall only extend, at its option, to the repair or replacement of such goods as are proved to be defective by reason of faulty materials or workmanship and the Company shall not be liable for any costs, damages or losses whatsoever including and without limitation to the foregoing any consequential loss howsoever arising.
  - c.** The liability of Fleetclean Limited for goods damaged or lost by them during transit shall be limited to replacing parts, making good the damage or an appropriate credit to the customer as the Company may decide.
  - d.** It shall be the duty of the customer to make all necessary enquiries and to exercise its own skill and judgement in deciding whether any goods are suitable for the purpose for which they are purchased from Fleetclean Limited who shall not be responsible in this respect and where goods are offered and supplied to the customer in accordance with the customer's design specification or working drawings no condition is made or no be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions even if such purpose or conditions are made known to Fleetclean Limited.
  - e.** Subject to the above and to these terms and conditions, generally Fleetclean Limited accept responsibility for goods which prove to be defective provided a claim is made within 14 days of receipt of such goods but no claim for replacement of materials on the grounds of Transit/Carriage Loss, Damage or Shortage will be entertained unless it is made within seven days of the receipt of the goods and in any event the liability of the Company will in all cases and circumstances be limited to replacement of materials originally supplied. In the event of any claim the customer shall preserve the goods and materials intact for inspection by Fleetclean Limited or persons on its behalf.
  - f.** In addition to the foregoing Fleetclean Limited shall not be liable to compensate a customer or any other person for any claim arising out of goods lost or damaged during transit unless such claim is notified to the Company not later than 14 days after the date when the defect was first discovered or ought with reasonable diligence to have been discovered.

- 4. Reservation of Title**
- a. The risk in the good and materials supplied by Fleetclean Limited shall pass no the customer upon delivery but ownership thereof shall remain in Fleetclean Limited until payment in full has been made (each order being considered as a whole) or the customer resells the goods as provided herein. Before payment in full is made the customer shall have power to resell the goods (as principal towards sub-purchase but as agent between customer and Fleetclean Limited) and Fleetclean Limited shall be beneficially entitled to and the customer shall be under a fiduciary duty to account to the Company for the proceeds of re-sale and any claim thereto.
- b. Until such payment in full the customer shall clearly identify the goods or the said other goods or products as being the property of Fleetclean Limited.
- c. The Company shall be entitled forthwith to recover and re-sell any or all of such goods or products to which it has title hereunder and to enter upon the premises of the customer with such transport as may be necessary for that purpose if the customer commits any default hereunder (which expression shall without prejudice to the generality hereof include any failure to pay the Company on the customer's business or the presentation of a petition to wind up the customer).
- d. Nothing herein shall entitle the customer to return the goods or to refuse or delay payment for them.
- 5. Default Generally**
- If the customer shall default in any of his obligations to Fleetclean Limited or if any distress or execution shall be levied upon the customer his property or assets or if they the customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the customer shall be a limited company and any resolution or petition no wind up such company's business shall be passed or presented to if a Receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Company shall be entitled to treat such event as a continuing repudiation of the order or contract by the customer and shall at any time hereafter be entitled to determine the order or contract without derogation from its right to recover money due to in and damages for breach of contract including damages in respect of such repudiation.
- 6. Availability**
- In the event that any goods or materials involved in the quotation are materials or goods ex-stock they are offered by Fleetclean Limited subject to being unsold upon receipt of the buyer's acceptance.
- 7. Payment**
- a. Unless otherwise specified all prices quoted by Fleetclean Limited are strictly nett and any increase in the cost of materials and/or wages shall entail a corresponding adjustment in the selling price of such of the order as remains to be completed and the customer shall pay in addition to the selling price for all preparatory work delivery and packaging.
- b. Interest in default of payment on the due date will be charged to the buyer at the rate of 5% over the base rate for the time being of Lloyds Bank Plc on the balance from time to time outstanding.
- 8. Supply of Goods (Implied Terms) Act 1973**
- The customer acknowledges that they are buying in the course of a business carried on by them and that his attention has been drawn to the existence and extent to such of these conditions as exclude or modify any condition or warranties implied by the law.
- 9. Forbearance**
- No forbearance or indulgence by Fleetclean Limited shown or granted to any customer whatsoever in respect of any of these terms or otherwise shall in any way affect or prejudice the rights of Fleetclean Limited or be taken as a waiver of any of these terms.
- 10. English Law**
- Any contract made subject to these conditions shall be deemed to have been made in England and shall be governed by English Law.