

**GUIDELINE NO 57 - Terms and Conditions of Sale**

Issue 14 20/06/2023

**1. Conditions Applicable**

These conditions of Sale apply to all contracts for the Sale of Goods or Services by us Thorworld Industries Ltd, to you, to the exclusion of all other terms and conditions. Any order from you gives rise to a binding contract with us only when we have notified you in writing that the order is acceptable or when we have made delivery of goods to you (if sooner)

**2. Specifications**

All illustrations and specifications are given as a general idea of the Goods described and do not form part of a contract. We reserve the right to incorporate changes or make substitutions without prior notice.

**3. Prices**

- 3.1 Prices quoted exclude Value Added Tax, (VAT). Every effort is made to charge the prices set out in our most current catalogue/price list, however, we reserve the right to increase the price payable for goods without prior notice. Prices stated exclude carriage costs and are ex-works.
- 3.2 Orders are subject to a minimum order charge of £25.00 plus VAT.

**4. Delivery and Packaging**

- 4.1 Delivery dates are estimates only and we shall not be liable for any loss or damage resulting from any delay in delivery, in particular we shall not be liable for any matter which results from any Act of God, War or Riot, Extreme weather Conditions, strikes or any other events which are beyond our control.
- 4.2 We reserve the right to deliver goods by instalments, each instalment being treated as a separate contract.
- 4.3 Risk in Goods will pass to you on delivery and you should insure these accordingly.
- 4.4 Goods will be delivered at the point most convenient to our carrier. Further transfer or installation within your premises, particularly for large or heavy items, must be arranged prior to delivery and will be charged extra.
- 4.5 Any goods hired from us are covered by our Conditions of Hire Agreement, which must be signed prior to the goods being delivered.
- 4.6 When equipment is hired, the hirer will be responsible for all carriage charges for both Delivery and Collection.
- 4.7 For security reasons, Goods paid for by credit/debit card can only be delivered to the address the card is registered to.
- 4.8 Deliveries to residential addresses are subject to a delivery surcharge. This may be applied/invoiced retrospectively.
- 4.9 We reserve the right to charge for storage of products if for any reason the customer refuses to accept delivery of the goods on the agreed delivery date.
- 4.10 Unless agreed otherwise in writing, deliveries will be made between 8.30 and 18.00 Monday to Friday (excluding national bank holidays). There may be additional costs for specific timed deliveries – please contact us for further information.

**5. Claims**

- 5.1 Claims for loss or non-delivery of goods, damage, short deliveries, non-compliance with description, or faults/issues following completion of sitework must be notified in writing within three (3) days of the delivery/completion date. Original packaging must be returned with any Damaged Goods. Claims will only be considered if these conditions are met. Our liability shall be limited to replacement free of charge or refund of the proportion of the price attributable to Goods undelivered or damaged – at our option.
- 5.2 Goods are not sold for any particular purpose. We shall not be liable to you for any indirect or consequential loss arising out of or in connection with the Sale of Goods to you.

**6. Payment**

- 6.1 All first orders are only accepted on a 100% payment prior to despatch basis only,
- 6.2 Credit accounts are opened after first order, subject to status and are strictly net and payable within 30 days of receipt of goods. Otherwise net cash prior to delivery. No set-off is permitted for any reason.
- 6.3 Where only part of the Goods ordered are despatched, payment shall be made of the contract price attributable to that part.
- 6.4 Payment by cheque shall be treated as received once your cheque has cleared, in the case of late payment we reserve the right to charge interest at the daily rate of 8% per annum, both before and after judgement.
- 6.5 If any payment falls into arrears or you are the subject of any insolvency or related proceedings you must notify us immediately and we have the right to cancel or postpone any contract, wholly or in part, and to be paid immediately for performance or part performance of any contract to date.
- 6.6 Any discounts which are quoted will only be allowed if payment is received by us within our stated payment terms which are 30 Days from Date of Invoice.
- 6.7 Payments by Credit/Debit Card shall only be accepted where the delivery address matches the cards registered address, up to a maximum value of £2,500.00.
- 6.8 If any refunds are due on payments received by Credit/Debit Card, then for security reasons this will only be refunded directly back to the Credit/Debit Card from which the payment was taken.

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**7. Ownership of Goods**

Ownership of goods will only transfer once we have received payment in full of all sums owed by you. Until such time you must keep such goods separate from your property, clearly identified as our property, and insured to their full reinstatement value. The proceeds of any insurance claim will belong to us. In the circumstances set out in clause 6.4 you shall allow us to enter your premises at any time in normal business hours to recover and/or resell goods belonging to us.

**8. Cancellation and Return of Goods**

- 8.1 You may only cancel a Contract with our prior written consent and on the basis that you will indemnify us against any costs or consequent losses.
- 8.2 The Return of Goods will not be accepted for any reason without prior written Consent and you will pay any consequential costs.
- 8.3 Should any goods be returned to us for reasons outside of our control then they will only be accepted if they are stockable items at that time. If so a 30% Restocking Charge of the sales price will apply, which will exclude Carriage Costs. It will be your responsibility to return the Goods to us in Good Condition.

**9. Maintenance**

The customer should maintain all equipment, either hired or purchased from Thorworld Industries Ltd, to our recommended periodic inspections with competent people, otherwise any warranties are void.

**10. General Law**

These conditions and contract between us shall be subject to and construed in accordance with English Law.

**11. Acceptance of Terms**

Placing an order with us confirms acceptance of our Terms and Conditions.

**12. Warranty**

- 12.1 Subject to the conditions set out below we warrant that the goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of Twelve (12) months from the date of delivery.
- 12.2 The above warranty is subject to the following conditions:-
- We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, alteration or repair of goods without our prior written approval.
  - We shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by you, or any one on your behalf.
- 12.3 For goods supplied within mainland Great Britain, any liability we may be under in accordance with the above warranty shall be limited to the repair or replacement of goods, parts or materials which we are liable to replace by reason or defects in materials or workmanship and shall be limited to a total cost not exceeding the total price paid for the goods. In the case of goods supplied outside mainland Great Britain, any liability we may be under in accordance with the above warranty shall be limited to the supply of parts only, which we are liable to supply by reason or defects in materials or workmanship and shall be limited to a total cost not exceeding the total price paid for the goods. We shall not be liable for any consequential loss or damage (whether loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the goods.

**13. Data Privacy**

Our full Privacy Policy can be viewed on our website [thorworld.co.uk/terms](https://www.thorworld.co.uk/terms), or a hard copy can be provided on request. Placing an order with us confirms acceptance of this Policy.