

## DriveLine Glasgow – Conditions of Sale

The following Conditions of Sale (unless otherwise specifically agreed to in writing) are an essential part of all Quotations, Estimates and Contracts by DriveLine Glasgow. (Hereinafter called "The Company") relating either to the sale of goods by the Company or to the sale of goods and/or Installations by the Company.

- 1. QUOTATIONS AND ESTIMATES:** Quotations and estimates are binding only if and when an Order based thereon is accepted in writing by the Company.
- 2. DESCRIPTIVE MATTER:** Descriptive specifications, drawings and sketches and information contained in catalogues or price lists or other advertising or general information shall not form part of any contract.
- 3. DRAWINGS:** All drawings and sketches submitted with quotations or estimates remain the property of the Company and are confidential and must not be disclosed to any other person. They must be returned to the Company if the quotation or estimate is not accepted.
- 4. PRICE VARIATIONS:** The Company will make every reasonable effort to maintain quoted or estimated prices, but these may have to be adjusted to cover increase in costs of labour, materials, insurances or carriage which may arise after the date of quotation or estimate. Therefore (unless otherwise specifically agreed in writing) orders are only accepted on condition that the prices invoiced and to be payable by the buyer are those ruling at the date of despatch.
- 5. MINIMUM ORDER VALUE:** The minimum value of an order which the Company will supply is that ruling at the time of purchase, and the buyer will be invoiced for this amount for goods ordered up to and including this value.
- 6. CANCELLATION OF ORDERS:** Once an Order has been accepted by the Company it cannot be cancelled except by mutual agreement in writing and on such terms as are agreed between the Company and the buyer.
- 7. TERMS OF PAYMENT:** Payment is due not later than 30 days from date of invoice. Failure to pay for any goods in accordance with these conditions of sale or any other terms which may be specifically agreed in writing will at the Company's option relieve the company from making any or any further deliveries or carrying out any further work under the contract in question or under any other contract which may exist between the Company and the buyer in question during the currency of the first-mentioned contract but without prejudice to a claim by the Company for damages for the buyer's non-performance of any such contracts.
- 8. CHARGES FOR PACKING AND CARRIAGE:** Consignments to addresses within the United Kingdom: All packing cases shall be charged to the buyer and credited on return in sound condition carriage paid within a period of 2 months from the date of invoice thereof, unless otherwise agreed in writing. Price Net Ex Works, Carriage extra.
- 9. DAMAGE OR LOSS IN TRANSIT:** The Company is not liable for any damage to or loss of goods in transit howsoever arising. Goods shall be deemed to be in transit as soon as they have left the Company's works irrespective of the identity of the carrier.
- 10. INSPECTION, RISK AND RETURN OF GOODS:**
  - (a) Home Trade Orders:** Goods shall be at the buyer's risk at all times after the same have been despatched from the Company's works. Any goods delivered to the buyer which he is entitled to accept and which he does refuse to accept must be returned by the buyer forthwith to the Company at the Buyer's expense. Customers wishing to return goods inadvertently ordered may do so, after prior agreement with the Company, but will be subject to a handling charge and must be in the "as supplied" condition.
  - (b) Export Orders:** Goods supplied for export will be available for inspection by the buyer before despatch. Unless expressly asked in writing the Company shall not be required to give notice of readiness for inspection. If, after the notice of inspection has been given and no inspection has taken place within 14 days thereof, the buyer is deemed to have waived his inspection requirements. The Company will not be liable for any defects whatsoever after such an opportunity for inspection has been given and the goods have been despatched; and the goods sold (unless sold f. o. b.) be at the buyer's risk when they have been so despatched.
- 11. GOODS DELIVERED f. o. b.:** The Company shall be under no responsibility or liability whatever in respect of goods sold f.o.b. after the same are placed on board ship. The provisions of Section 32 (3) of the Sale of Goods Act 1893 shall not apply to any such goods and the Company shall be under no obligation to give the buyer any such notice as is specified in that sub-section. The buyer shall be responsible for insurance cover on all goods sold f. o. b. from the time the same are placed on board Ship.
- 12. DESPATCH:** The Company will make every reasonable effort to despatch by any date which may be agreed in writing but no such despatch can be guaranteed. The Company shall not be liable to pay any sum by way of compensation or damages in the event of any delay in despatch or any non-despatch irrespective of the circumstances. Each despatch shall constitute a separate contract. Where separate despatches are made the Company reserves the right to withhold any despatches whilst the account is overdue.
- 13. SHORTAGE OR DAMAGE (Home Trade):** In no event will any claim for shortage of or damage to any goods howsoever arising and of whatever nature be entertained or any allowance made in respect thereof unless the Company are advised of the complaint in writing within three days of receipt of the goods and are given an opportunity of verifying the same.
- 14. DEFECTIVE GOODS:** Subject as mentioned below the Company guarantees that all reasonable care will be taken to ensure good quality of both material and workmanship and that in the event of any defect arising within 12 months from the date of invoice (or as agreed in writing) will repair or replace goods free of charge provided that:-
  - (i) That goods are returned "Carriage Paid" to the Company's works and
  - (ii) It is proved to the Company's satisfaction that the defect is due to faulty material or workmanship.This obligation to repair or replace defective goods shall be the full extent of the Company's liability under the above guarantee and the Company shall not be liable for any further or other claim in respect of loss, damage, injury or expense of whatever nature arising in any way from or out of any goods sold by the Company.
- 15. PROPERTY:** The Property in the product shall remain vested in the Company until all or any sums due or owing to the Company by the Customer have been paid in full. If the Company shall so require the customer shall mark, set aside, distinguish or otherwise appropriate the product as belonging to the Company.

The customer shall be entitled to sell and deliver the product to a third party and if the customer has not been fully discharged all its indebtedness to the Company, the customer shall, if required by the Company so to do assign to the Company the benefit of any claim (equal to the amount of the indebtedness) against the third party and shall give such third party notice of such assignment.

If the product is sold to a third party the proceeds of such sale shall be held for the Company by the customer in a fiduciary capacity and for the account of the Company unless and until all sums due or owing to the Company by the customer are paid in full. This provision shall apply even if the Company has not required the customer to give notice of assignment of the benefit of any claims pursuant to General Condition 15 and shall be bonding on a Receiver Liquidator or Trustee in Bankruptcy of the customer.Where the customer has made one or more part payments under this or any other contract without discharging all debts or owing to the company, then in so far as the customer has sold or parted with possession of any product the part payment or payments so made to the Company or an appropriate proportion thereof shall be deemed to be made in respect of that product or an appropriate proportion thereof.
- 16. FORCE MAJEURE:** The Company are not liable in respect of the consequential effects of "FORCE MAJEURE".
- 17.** The Company will not be bound by any warranty of condition not expressly specified herein nor by any verbal promises or representations made or purporting to be made by our agent or servants.