

## TERMS AND CONDITIONS OF SALE FOR ROCOIL LIMITED

**1. GENERAL** - The acceptance of our quote includes the acceptance of the following terms and conditions.

**2. VALIDITY** - Our quotes are valid for 30 days from the date they are issued unless otherwise stated.

**3. ACCEPTANCE** - A quote does not constitute an offer by us to supply goods. When you accept a quote by submitting a purchase order, or equivalent, this will not be binding on us until you receive a written acknowledgment of the order from us.

The acceptance of our quote must be accompanied by enough information to enable us to process the order, including: a) address for delivery, b) name of a contact for delivery, c) telephone number of contact for delivery, and d) email address for sending the invoice.

**4. DELIVERY** - Unless otherwise specified, our quote includes estimated delivery costs by our chosen form of transport. We will charge the actual delivery costs.

All goods are shipped EXW Harrogate (Incoterms 2010) Ex Works. Unless otherwise specified, we shall not be responsible for off-loading goods.

**5. TERMS OF PAYMENT** - Unless otherwise agreed by us, full payment is due 30 days from the date of our invoice. All sender bank charges must be paid by the customer. Failure to do so will mean the customer may be invoiced for any sender bank charges incurred by Rocoil.

**6. SPECIFICATIONS, DRAWINGS, ETC.** - All specifications, illustrations and particulars of weights and dimensions submitted with our quote, or contained in our advertising materials, are approximate only. They are intended to present a general description of the goods and do not form part of the contract.

**7. INSPECTION AND TESTS** - Our products are carefully inspected and, where practical, submitted to our standard tests before despatch. If tests, other than those specified in our quote, are required, these may be charged for.

**8. PERFORMANCE** - You assume responsibility that any goods you order are sufficient and suitable for your purpose in accordance with any advice we offer.

If performance figures are outside the acceptance limits specified by any tests carried out by us, you will be entitled to reject the goods.

Before you are entitled to reject the goods, we are to be given reasonable time and opportunity to rectify their performance. If you become entitled to reject goods we will refund any sum paid by you to us for those goods in a timely manner.

**9. LIABILITY FOR DELAY** - Any times quoted for despatch or delivery will date from acknowledgment by us of your written purchase order. The order must contain all necessary information to enable us to carry out the work.

The despatch or delivery time may be extended by a reasonable period if delays are caused by: a) lack of, or poor instructions from you, b) change of instructions by you, c) industrial dispute or by any cause beyond our reasonable control. We always aim to tell you about possible delays and agree acceptable new times.

Any time described as an estimate shall not be construed as a fixed time. If we fail to despatch or deliver within an agreed time and are unable to agree a new delivery time with you, you can cancel your order in writing and we will refund any payments made if we are liable for the delay.

**10. VARIATIONS** - In the event of variation or suspension of work by your instructions or lack of instructions the quoted price may be adjusted accordingly.

**11. STORAGE** - If we do not receive sufficient delivery instructions to enable us to despatch the goods within 14 days of notification that your goods are ready to despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange for storage either at our own works or elsewhere on your behalf. All associated charges for storage, insurance etc. shall be payable by you.

**12. DEFECTS AFTER DELIVERY** - We will repair, or supply replacement goods, for defects which appear in our goods within one calendar year of the goods having been delivered. The defect/s must arise solely from our faulty design (other than a design specified by you for which we have disclaimed responsibility in writing), materials or workmanship. We do not accept responsibility for defects that arise from misuse of the goods, unauthorised repair, replacement, modification or alteration.

The defective parts/goods must be returned to us if we require. We shall refund the cost of carriage on such returned parts/goods and the repaired /new parts will be delivered by us free of charge. If returned goods are found NOT to be faulty, you may be charged for costs incurred re-testing the goods.

**13. LAW AND JURISDICTION** - These Terms and Conditions are governed by the law of England . All associated disputes are subject to the exclusive jurisdiction of the English courts.

**14. DATA PROTECTION** - All data provided by you shall be treated by us in compliance with The Data Protection Act (DPA) 2018 and General Data Protection Regulation (EU) 2016/679.

**15. INTELLECTUAL PROPERTY** - Unless otherwise agreed in writing, all copyright and design rights in any illustrations/ calculators created by us in the performance of the order shall vest in us and remains our property notwithstanding the purchase of the good by you.

You warrant that any design or instruction given by you to us does not cause us to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in carrying out your order.

We warrant that any design or instruction used by us does not infringe any Letters Patent, Registered Design, Trade Mark or Copyright in carrying out your order. Rocoil is a registered trademark and may not be used by you or anyone else without our agreement.

**16. STATUTORY AND OTHER REGULATIONS** - If the cost to us in performing our obligations from the order are increased or reduced due to the making or amendment of any law, order, regulation, or bye-law, the amount of such increase or reduction shall be added to or deducted from the contract price.