

# Sales Terms & Conditions

## 1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means an approximate date specified by the Seller for when the goods are to be delivered;
- 1.4 'Goods' means the articles, which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means Rescue Specialist Limited (Company number **7405768**) whose registered office is at 348-350 Lytham Road, Blackpool Lancashire FY4 1DW.

## 2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by Rescue Specialist Ltd to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Rescue Specialist Ltd.
- 2.5 Dispatch or delivery of the Goods by Rescue Specialist Ltd to the Buyer shall be deemed conclusive evidence of Rescue Specialist Ltd's acceptance of these Conditions.
- 2.6 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.

## 3 Price and payment

- 3.1 The Price of the Goods shall be Rescue Specialist Ltd's quoted price, which shall be binding upon Rescue Specialist Ltd provided that the Buyer shall accept Rescue Specialist Ltd's quotation within 90 days. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of VAT invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Lloyds TSB Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

- 3.4 If the Buyer fails to make any payment on the due date then without prejudice to any of Rescue Specialist Ltd's other rights Rescue Specialist Ltd may:

- 3.4:1 suspend or cancel deliveries of any articles due to the Buyer; and/or
- 3.4:2 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as Rescue Specialist Ltd may in its sole discretion think fit.

## 4 The Goods

- 4.1 The quantity and description of the Goods shall be as set out in Rescue Specialist Ltd's quotation.
- 4.2 Rescue Specialist Ltd may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.  
Any contractual description of the Goods by Rescue Specialist Ltd relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in their identity.
- 4.3

## 5 Warranties and liability

Rescue Specialist Ltd warrants that the Goods supplied will at the time of delivery correspond to the description given by Rescue Specialist Ltd. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

## 6 Delivery of the Goods

- 6.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 Rescue Specialist Ltd shall not be liable for any loss or damage whatever due to failure by Rescue Specialist Ltd to deliver the Goods (or any of them) promptly or at all.
- 6.3 Notwithstanding that Rescue Specialist Ltd may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 1 month of the Delivery Date.

## 7

### Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods, which are not in accordance with the contract.
- 7.3 The Buyer must notify to Rescue Specialist Ltd any loss or damage to the Goods within 2 days of receipt and the Goods shall be held for inspection to enable a claim to be made on the carrier. The Buyer shall immediately notify Rescue Specialist Ltd if the Goods are not received within 3 days of the date of the invoice.

**8 Title and risk**

- 8.1 The Goods shall be at the Buyer's risk as from delivery.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from Rescue Specialist Ltd until:
- 8.2.1 the Buyer shall have paid the Price plus VAT in full; and
- 8.2.2 No other sums whatever shall be due from the Buyer to Rescue Specialist Ltd.
- 8.3 Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for Rescue Specialist Ltd. The Buyer shall store the Goods (at no cost to Rescue Specialist Ltd) separately from all other goods in its possession and marked in such a way that they are clearly identified as Rescue Specialist Ltd's property.
- 8.4 Notwithstanding that the Goods (or any of them) remain the property of Rescue Specialist Ltd the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of Rescue Specialist Ltd. Any such sale or dealing shall be a sale or use of Rescue Specialist Ltd's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from Rescue Specialist Ltd the entire proceeds of sale or otherwise of the Goods shall be held in trust for Rescue Specialist Ltd and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as Rescue Specialist Ltd's money.
- 8.5 Rescue Specialist Ltd shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from Rescue Specialist Ltd.
- 8.6 Until such time as property in the Goods passes from Rescue Specialist Ltd the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Rescue Specialist Ltd. If the Buyer fails to do so Rescue Specialist Ltd may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Rescue Specialist Ltd. Without prejudice to the other rights of Rescue Specialist Ltd, if the Buyer does so all sums whatever owing by the Buyer to Rescue Specialist Ltd shall forthwith become due and payable.
- 8.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of Rescue Specialist Ltd until the date that property in the Goods passes from Rescue Specialist Ltd, and shall whenever requested by Rescue Specialist Ltd produce a copy of the policy of insurance. Without prejudice to the other rights of Rescue Specialist Ltd, if the Buyer fails to do so all sums whatever owing by the Buyer to Rescue Specialist Ltd shall forthwith become due and payable.

**9**

**Breach of Contract by the Buyer**

If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. Rescue Specialist Ltd may in its absolute discretion and without prejudice to any other rights, which it may have: suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and/or exercise any of its rights pursuant to clause 8.

**10 Remedies of Buyer**

- 10.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by Rescue Specialist Ltd to supply Goods which conform to the contract of sale.
- 10.2 Where the Buyer accepts or has been deemed to have accepted any Goods then Rescue Specialist Ltd shall have no liability whatever to the Buyer in respect of those Goods.
- 10.3 Rescue Specialist Ltd shall not be liable to the Buyer for late delivery or short delivery of the Goods.
- 11 Rescue Specialist Ltd shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by Rescue Specialist Ltd of this contract.

**12 Force majeure**

- 12.1 Save for the Buyer's obligation of payment under clause 3 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event').
- 12.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

**13 Cancellation**

- 13.1 In the event that the Customer cancels the Contract the Customer shall pay to Rescue Specialist a sum representing Rescue Specialist's anticipated losses as follows:
- 13.1.1 Cancellation within 5 days of the agreed date for delivery of the Goods, the full cost of the Goods;
- 13.1.2 Cancellation within 6 to 10 days of the agreed date for delivery of the Goods, half of the cost of the Goods;
- 13.1.3 Cancellation within 11 to 20 days of the agreed date for delivery of Goods, a quarter of the cost of the Goods;

**14 Proper law of contract**

This contract is subject to the law of England and Wales