

CMT Equipment Ltd. - Conditions of Sale

1. GENERAL

1.1 In these Conditions of Sale: "the Supplier" means CMT Equipment Ltd t/a CMT Group, Safesmart Access and any further trading names; "the Buyer" means any person, firm, company, corporation or any other body, purchasing Goods from the Supplier; "Goods" means each and every product, article, service or thing and any part thereof supplied or to be supplied by the Supplier.

1.2 The Supplier offers Goods for sale subject to these Conditions of Sale which shall apply to and be incorporated into all contracts made by the supplier for the Sale of Goods, to the exclusion of any other terms and conditions. Any written, printed or standard terms or conditions contained in any document emanating from the Buyer shall have no legal effect whatsoever and the Buyer waives any right he may otherwise have to rely on such terms or conditions. However, in the case of consumer transactions, the Terms and Conditions do not affect the consumer's statutory rights.

1.3 No servant or agent of the Supplier has authority to modify, amend or exclude any of these Conditions of Sale, to sell or enter in to an agreement to sell otherwise than subject exclusively to these Conditions of Sale or to make any representation or warranty (save as provided herein) without the express authority in writing of a partner in the Supplier and no modification, amendment or exclusion of these Conditions of Sale or any part thereof shall be binding on the Supplier unless otherwise agreed in writing by a partner in the Supplier.

1.4 Save where and to the extent that a prohibition against exclusion or limitation of obligations applies, the Supplier, its servants and agents shall be under no liability whatsoever to the Buyer, whether in contract, tort or otherwise howsoever, whether or not resulting from any negligence of the Supplier, its servants or agents (including any liability for consequential injury, loss or damage of any nature whatsoever with the exception of liability for death or personal injury resulting from negligence) for or arising out of advice, information or opinion or statement given or made by the Supplier, its servants or agents, whether the same be oral or in writing, and all conditions, warranties, and other terms whether express or implied, statutory or otherwise, inconsistent with this Condition are hereby excluded. In particular and without prejudice to the generality of the foregoing, it is the responsibility of the Buyer to determine whether the Goods ordered are fit for any purpose for which they may be required, and all conditions, warranties and other terms whether express or implied, statutory or otherwise, inconsistent with the provisions of this Condition are hereby excluded, save where and to the extent that such exclusion is prevented by law.

1.5 Any specifications; speed ratings; formulations; data; literature, statements as to content; suitability; performance or otherwise, and descriptions and samples given by the supplier in connection with Goods supplied are offered in good faith but are intended to be approximate only and shall be deemed not to constitute representations.

1.6 The Buyer undertakes to ensure that the installation and or use of the Goods will be in compliance with all applicable requirements of statute, statutory rule or order, regulation or other instrument having force of law, relevant standard or Code of Practice, in particular the Health and Safety at Works Acts 1974, and the Abrasive Wheels Regulations 1970.

1.7 The Supplier reserves, at its sole discretion, the absolute right to refuse any order and event of so doing shall incur no liability whatsoever, howsoever caused.

1.8 The Supplier will handle all personal data from The Buyer in accordance with The Supplier's Privacy Policy, as on the website www.cmt.co.uk at the time of the order, and in accordance with the General Data Protection Regulation 2018 and any subsequent or linked legislation whether EU or UK. The Buyer shall comply with this legislation with any personal data they may collect, store or use from The Supplier.

2. QUOTATIONS

2.1 Notwithstanding Condition 1.3 any quotation, verbal or written, issued by the Supplier (which may or may not constitute an offer to sell), is not of the essence of the Contract, but nevertheless remains subject to the Conditions of Sale.

3. PRICE

3.1 The price of Goods supplied shall be the price stated in the Supplier's written quotation. Should no written quotation have been given by the Supplier, the price payable of the Goods shall be that contained in the Supplier's price list current at the time of dispatch.

3.2 The Supplier reserves the right to make at any time such alterations to its price list as it may deem fit.

3.3 Unless otherwise agreed in writing in accordance with Conditions 1.3, all prices shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point of sale.

3.4 The Supplier reserves the right to charge the Buyer the cost of delivery of the Goods.

4. PAYMENTS

4.1 Time of payment is of the essence of the contract.

4.2 Unless otherwise agreed in accordance with Condition 1.3 or unless the Buyer has a current Credit Account with the Supplier, the price of the Goods and any additional charges will be paid in sterling in full in cash with order, but if cash is not paid with order, the Supplier shall have the right to require payment in cash on delivery.

4.3 Unless otherwise agreed in accordance with Condition 1.3 payment for Goods supplied on a credit account shall become due and payable not later than the last day of the month following the month of delivery of Goods.

4.4 Without prejudice to any other rights of Supplier, however arising, in the event that the Buyer fails to pay the price or any part thereof or any other sums due under the Contract in accordance therewith, the Supplier shall be entitled:

(i) To charge interest at the rate of 2% per month or part month, or at the rate of 4% per annum above the Lloyds Bank PLC base rate from time to time in force, whichever is the higher, on all sums payable by the Buyer from the date on which the sum became payable until payment in full has been received by the Supplier;

(ii) to refuse to make delivery of any Goods ordered by the Buyer whether under the same or any other Contract with the Supplier, without incurring any liability whatsoever to the Buyer, until payment is made in full of all sums due from the Buyer to the Supplier;

(iii) to recover all costs and expenses incurred by the Supplier in collection or recovery of sums due and the Buyer hereby agrees to indemnify the Supplier in respect of all such costs and expenses.

(iv) to terminate with or without notice the Contract insofar as it remains unperformed, whereupon the Buyer shall be liable to pay to the Supplier all sums due at termination, plus the amount of any loss whatsoever sustained by the Supplier by reason of the said termination.

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4.5 The Supplier shall be entitled to close or suspend any account at any time, in its sole discretion. In that event, the balance of the account shall be payable forthwith.

4.6 The Supplier shall be at any time entitled to appropriate any payment made by the Buyer in settlement of any debt of the Buyer as the Supplier in its absolute discretion deems fit, notwithstanding any purported appropriation to the contrary by the Buyer. MT Equipment Ltd. - Conditions of Sale

5. RISK

5.1 All Goods shall be at the Buyer's risk from the time of delivery to the Buyer, save that if property passes to the Buyer prior to delivery, the Goods shall be at the Buyer's risk from the time when property passes to the Buyer, in which case, a carrier shall be deemed to be the agent of the Buyer.

6. TITLE TO GOODS

6.1 Until such time as the Buyer shall have paid the Supplier in full the price of and all additional charges in respect of Goods supplied under the Contract:

(i) Ownership of the Goods shall remain in the Supplier, and the Buyer shall hold the goods as bailee fiduciary for the supplier;
(ii) If the Buyer sells (or allows to be sold) the Goods, the proceeds of sale shall be held in a separate clearly identifiable account and the Buyer's beneficial interest shall attach to the proceeds of sale and the Buyer shall have the right to trace such proceeds of sale.

7. DELIVERY

7.1 Any delivery dates or times given are approximate only and are not of any contractual consequence and the Supplier shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates, nor shall time of delivery be of the essence of any Contract.

7.2 Save where and to the extent that a prohibition against exclusion or restriction of obligations or liability applies, the Supplier shall not be liable for loss, whole or partial, misdelivery or shortage, patent defect or damage to Goods supplied, unless the supplier is advised thereof by the Buyer's or consignee's signing and annotating the carrier's or consignor's delivery note to that effect; reporting the same to the Supplier by telephone within 72 hours, and further confirming such reports in writing to the Supplier within 3 days of receipt of the Goods, whether or not due to the negligence of the Supplier, its servants or agents.

8. FORCE MAJEURE

8.1 If the supplier is prevented, hindered or delayed, whether directly or indirectly, from making delivery of the Goods or any part thereof in accordance with the terms of any agreement or from otherwise performing such agreement or any part thereof by reason of an Act or Acts of God, war, embargo, riot, strike, lock-out, trade dispute, fire, breakdown, inclement weather, interruption of transport, government action, delay in delivery or non-delivery to the Supplier of any Goods or materials or by any cause whatsoever (whether or not of like nature to those specified above) outside its control, it shall be under no liability whatsoever whether in contract, tort or otherwise howsoever to the Buyer and shall be entitled at its option, to be notified in writing to the Buyer, either to cancel the contract or, without any liability, to extend the time of such performance by a period equivalent to that during, which performance has been prevented, hindered or delayed as aforesaid.

9. CANCELLATION OF ORDERS/RETURNS

9.1 Supplier may in its sole discretion accept or reject the cancellation of any order once such order has been accepted by the Supplier. The Supplier will in no circumstances accept the cancellation of an order for Goods which are specially made or obtained once such an order has been accepted by the Supplier nor will any allowance be made in respect of such Goods where they are subsequently returned.

9.2 The Supplier may in its sole discretion accept or reject the return of any Goods which have been incorrectly ordered. In the event that the Supplier decides to accept the return of such Goods, such acceptance shall be upon such terms as the Supplier may determine and in particular the Supplier reserves the right to charge for the carriage and handling of such Goods.

10. INDEMNITY

10.1 The Supplier shall not be liable for any expenditure, loss (including without limitation economic indirect and consequential loss) damage or injury (except for death or personal injury arising from negligence) arising out of any use or dealing with any Goods howsoever such expenditure, loss, damage or injury shall arise and whether from any defect in the Goods or otherwise.

10.2 Save only for the exception defined in Condition 10.1 above, the Buyer shall indemnify the Supplier against all and any claims, costs, actions or demands whatsoever and howsoever arising made by any third party (including the Buyer's employees) whether direct or indirect relating to the Goods or the use thereof including without limitation those relating to the Goods or the use thereof or arising as a result of the operation of the Consumer Protection Act 1987 and those arising out of the manufacture or process according to instructions or designs of the Buyer.

11. NON-WAIVER OF RIGHTS

11.1 No time given or concession made on the part of the Supplier shall be construed as a waiver of any of its rights or remedies.

12. INTERPRETATION

12.1 In event of the invalidity of any of these Conditions or any part thereof, the same shall be severed and shall not affect the validity or enforceability of the remaining provisions.

12.2 These Conditions shall be interpreted without reference to their headings which are for reference purposes only.

12.3 The contract shall be deemed to have been made in England and shall be governed by English Law.

12.4 Any claim or dispute arising in any way out of or in connection with the Contract or the supply of Goods shall be subject to the exclusive jurisdiction of the English Courts.

12.5 The Uniform Law on International Sales shall not apply to the contract.