

# RIVERTRACE

Cleaner. Smarter.

## Terms and Conditions of Sale

### 1. Application of Conditions

1.1 Any purchase order submitted to Rivertrace Ltd shall be considered as an offer to purchase on the part of the Buyer and shall be subject to acceptance in writing by Rivertrace Ltd.

1.2 These terms and conditions of sale shall be part of such acceptance and shall prevail over any other terms of such purchase order, except that terms and conditions of sale may be waived, altered or modified by an authorised official of Rivertrace Ltd.

### 2. Prices

2.1 All prices are exclusive of Value Added Tax where applicable.

2.2 Goods either domestic or foreign origin are included in Rivertrace's quotation prices based upon tariffs, duties or taxes wherever arising, upon prices of the domestic or foreign supplier, at any time the appropriate rates of exchange, and insurance delivery.

2.3 Rivertrace shall be entitled at any time to adjust all the prices in the quotation or in any amended quotation by any variations arising as aforesaid and the buyer shall be bound to pay the seller the adjusted price of the goods.

### 3. Delivery

3.1 Dates and delivery times given for completion of delivery of Goods or any stage of process are given as estimates only and shall not constitute a term or condition of any contract between Rivertrace Ltd and the Buyer.

3.2 Time shall not be of the essence.

3.3 While Rivertrace Ltd will use all reasonable endeavours to meet any time estimate it reserves the right to amend any estimate without notification.

Rivertrace will deliver the Goods in such batches or instalments, as requested by the Buyer or as it considers expedient. Failure by Rivertrace to deliver one or more batch or instalment shall not entitle the Buyer to claim compensation or to terminate or suspend this Contract or reject those or subsequent deliveries.

3.4 The Buyer shall carefully examine Goods delivered or collected and immediately notify Rivertrace Ltd, and within seven working days confirm in writing details of any short deliveries or defects reasonably discoverable on careful examination.

3.5 Upon delivery the goods shall be and thereafter remain at the risk of the buyer. Rivertrace shall be excused for any delay in performance due to any cause beyond the control of Rivertrace Ltd (clause 11).

### 4. No Fault Cancellations & Returns

4.1 Rivertrace may, at its discretion and in writing, allow an order to be cancelled where there is no fault with the product.

4.2 Cancellation of a stock item may incur a 20% processing fee

4.3 Cancellation of a made to order item will incur a 50% cancellation charge

4.4 The Buyer shall not return any Goods to Rivertrace unless informed beforehand.

4.5. If a product is made to order, we cannot offer a return unless:

a) the product does not match the order, or

b) the product is faulty

If the product(s) delivered does not match your order, please contact us via email ([sales@rivertrace.com](mailto:sales@rivertrace.com)) outlining the problem and we will arrange the return of the said goods. Please remember to include your original invoice number and the name under which your order was placed. If the goods have a problem relating to the quality of the product, then a photograph in addition to a description of the problem should be emailed through to [sales@rivertrace.com](mailto:sales@rivertrace.com) for our team to assess.

4.6 When returning an item, it is your responsibility to make sure the items are securely packaged, labelled and transported in accordance with all applicable laws and regulations

### 5. Delays and Storage

5.1 If you fail to accept delivery when tendered we may store the goods until actual delivery and charge you for the reasonable costs of storage and (if you have not yet paid for the goods) re-sell the goods concerned without incurring any liability to you.

5.2 Goods will be invoiced on the original delivery date and payment will be expected in line with our terms and conditions.

### 6. Carriage Charges

6.1 Carriage charges will be charged at the appropriate rate according to the method of despatch requested.

6.2 Where no method is requested Rivertrace Ltd reserve the right to increase the price in proportion of any cost incurred between the acceptance of order and delivery of the goods through cause of exchange rates, labour, materials, transport, taxes or for ANY other reason.

### 7. Minimum Order

Your minimum order value must exceed £100.00 (GBP) or \$150.00 (USD).

### 8. VAT

Value Added Tax shall be charged at the current legal rate if applicable.

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## 9. Modifications

Orders accepted by Rivertrace Ltd cannot be modified except with Rivertrace's written consent and upon terms, which will indemnify and protect Rivertrace Ltd against all losses.

## 10. Terms of Payment

10.1 Payment for goods is strictly 30 days from the date of the invoice unless otherwise agreed in writing with an authorised official from Rivertrace Ltd.

10.2 In the event that payment is not made by such date Rivertrace Ltd shall be entitled to recover from the buyer interest in any outstanding balance at the rate of 8% above Santander bank base rate per month for the time being in force from the date Rivertrace Ltd invoice to the date of payment.

10.3 In the event of non-payment of goods at the appropriate time, Rivertrace Ltd reserves the right to withhold deliveries to that buyer until such time as the outstanding amount has been cleared.

10.4 Legal and beneficial title to the goods shall remain with the company until such time as the company has received payment of the purchase price of any other goods or services previously or subsequently supplied by the company to the customer whereupon such title shall pass to the customer

## 11. Warranties & limitations of Liability

11.1 Rivertrace Ltd warrants that it replaces defective goods sold by it, provided that: -

- i) Buyer notifies Rivertrace Ltd of any claims of defect in material of workmanship within 21 days after receipt of shipment; and
- ii) Return of goods or parts is authorised by Rivertrace Ltd and then returned to Rivertrace within 10 days of such authorisation, transport charges prepaid;
- iii) Goods or parts are found to be defective in materials or workmanship upon examination by Rivertrace Ltd.

11.2 Goods shall not be considered as defective or non-conforming if they substantially fulfil performance and are manufactured in accordance with either manufacturer's specifications or government specifications when applicable.

11.3 This warranty will not extend to goods which have been subject to misuse, neglect, accident or improper installation, or which have been repaired or altered outside the manufacturer's factory.

11.4 Rivertrace Ltd shall not be liable for any expense incurred by the Buyer nor any special or consequential damages or penalties suffered by the buyer or anyone else with respect to defective non-conforming material.

## 12. Disclaimer of Consequential Damages

12.1 Rivertrace Ltd shall not be liable to the Customer for loss of profit, loss of business, loss of production, loss of revenue, loss of anticipated savings, loss of margin loss of use, loss of opportunity, loss of reputation or depletion of goodwill or any liability of the Customer to third parties and in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12.2 Rivertrace Ltd.'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 10% (ten percent) of the Contract price. Rivertrace Ltd shall be under no liability under any warranty, condition or guarantee if the total price of the Goods has not been paid by the due date.

## 13. Force Majeure.

Rivertrace Ltd shall incur no liability for any delay in performance, or for the non-performance, of any of its obligations under this Agreement by reason of any cause beyond its reasonable control. This includes any act of God or war or terrorism, any breakdown, malfunction or failure of transmission in connection with or other unavailability of any wire, communication or computer facilities, any transport, port, or airport disruption, industrial action, acts and regulations and rules of any governmental or supra-national bodies or authorities or regulatory or self-regulatory organization or failure of any such body, authority or organization for any reason, to perform its obligations.

## 14. Jurisdiction

This Agreement is governed by the law of England and Wales, and is subject to the exclusive juris