

STAKRAK LIMITED

MATERIALS STORAGE SOLUTIONS

TERMS AND CONDITIONS OF SALE

DATE: JUNE 2008

1. PRICES

The Company reserves the right to amend any of their prices without prior notice. Orders are accepted on condition that goods will be invoiced at prices ruling at date of delivery. Prices given are generally ex works, and carriage charges will be added as appropriate.

2. MINIMUM CREDIT ORDER

The minimum order value which can be accepted on a Credit Account will be £50.00. Any [credit] orders below this value will incur an administration charge of £5.00.

3. VALUED ADDED TAX

All orders for goods and services are subject to the standard rate of VAT on the nett invoice value. The invoice date is the tax point for VAT.

4. PAYMENT

Where accounts have been approved for credit, payment for goods and/or services must be made within 30 days of invoice date.

5. OWNERSHIP OF GOODS

The risk in the goods passes to the buyer on delivery, but ownership shall remain with the Company until full payment has been received for the goods.

6. DEFECTIVE GOODS

If upon delivery or immediately thereafter any of the goods appear to be defective in material or workmanship, or have been damaged in transit, the customer must advise the Company in writing within 3 days of receipt of the goods. (Telephone calls will not be accepted). If such goods are proved to be defective, then the Company will either replace such products free of charge or refund the purchase price thereof.

7. NON-DELIVERY OR SHORT DELIVERY

Non-delivery must be notified to the Company in writing within 14 days of invoice date, quoting the invoice number. Shortages must be notified within 3 days of receipt of original consignment. Claims cannot be accepted if made beyond these time limits.

It is imperative that goods are thoroughly checked for shortages and damage, at time of delivery, PRIOR to signing. We **CANNOT** accept any claims for goods signed for as "unexamined", or for damages found at a later date.

8. RETURN OF GOODS

Goods can only be returned for credit if in new condition and by prior agreement in writing with the Company. Where goods have been supplied in accordance with the customer's instructions, returns will be subject to a minimum handling charge of 15% of the invoiced value, plus any delivery/collection charges (with a Minimum Handling/Administration Charge of £15.00). Goods supplied to special order cannot be returned.

9. DELIVERIES

All deliveries can be delivered **at any time** between 9am - 5pm. The point of delivery is a ground floor reception or warehouse. Please also be aware that the majority of orders are shipped by pallet and are heavy, these will require a forktruck for unloading or suitable labour to unload by hand.

If these conditions do not meet with your requirements, please advise us at the time of quotation or when orders are placed, because 24 hours and **timed deliveries incur an extra carriage cost**. Please also note that these services are not always available due to locations.

11. INSTALLATION CONDITIONS

We assume that:

The floor of the premises is of concrete construction, suitably surfaced and within tolerances appropriate to the installation and its subsequent use. In addition it should be capable of safely supporting the loads that will be imposed on it.

The client will provide a forklift truck and driver to off-load all materials upon delivery and to move materials around the site as necessary during the installation period.

The client shall ensure that the Installers are able to carry out work with continuity and without any hindrance or delays. Any expense incurred as a result of the Purchaser's failure to so, will be charged extra.

The client will provide adequate light, heat and power during installation and sufficient safe storage on site for all materials, and there will be adequate welfare provision for the Fitters, i.e. toilets, hot water, washing facilities, kettle etc.

Removal of any waste or rubbish will be client's responsibility, unless specifically allowed for within quotation.

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