

Terms and Conditions of Sale 2022**General:**

The Terms and Conditions described in this document apply to each and every sale/supply of goods and /or services and contracts entered into by Express Fire Equipment Ltd. including those received and processed by telephone, email, written and in person orders.

All purchases made from Express Fire Equipment Ltd. are subject to the Terms and Conditions detailed here unless specified in writing by an authorised representative of Express Fire Equipment Ltd.

Each and every order received by Express Fire Equipment Ltd., is deemed as an acceptance of these Terms and Conditions which will govern each and every sale/contract made or entered into by Express Fire Equipment Ltd. as a supplier.

Express Fire Equipment Ltd. reserves the right to make amendments to these Terms and Conditions at any time. A copy of the current Terms and Conditions is available from the address below or via our website at www.expressfire.com.

Company information: Products/services are supplied by Express Fire Equipment Ltd.

Company Reg. No: 04183211

Trading Address: Units 3, 4, 6 and 10 Mersey Road Industrial Estate
Mersey Road North
Failsworth
Manchester
M35 9LU

Pricing:

Published prices do not include VAT, insurance, carriage, packaging or administrative charges or any other applicable sales tax or duty: all of which may be added to the net price of goods where applicable. All prices are quoted in UK pounds (£) sterling and payment should be made in this currency.

Prices as detailed in our current price catalogue replace all previous pricing information. Express Fire Equipment Ltd. reserves the right to change product prices and specifications without prior notice. Variations to the published prices may only be issued by an authorised representative of Express Fire Equipment Ltd. in writing and may be valid only for a specified

time period based upon minimum order requirements.

Quotation request:

Only written quotations signed by an authorised representative of Express Fire Equipment Ltd. are valid. All quotations are valid for a period of 7 (seven) days from date of issue unless otherwise stated. Quotations are only valid for one order and subsequent invoices for the same products will be charged at the standard catalogue list price. Quotations are subject to the availability of goods and Express Fire Equipment Ltd. shall have the right to substitute goods or materials of a similar or equivalent nature and/or value.

Ordering:

Orders from customers can be accepted in person, by telephone and by fax or email. All orders should be accompanied by an official purchase order which will be requested at the time of ordering. If no purchase order is supplied by the customer, the name of the person placing the order will be accepted as a purchase order. Responsibility for providing a purchase order rests solely with the Customer. Express Fire Equipment Ltd. accepts no liability for goods ordered without a written purchase order.

Product & Information Alterations:

Express Fire Equipment Ltd. reserves the right to make alterations to or withdraw products without notice or liability. Express Fire Equipment Ltd. reserves the right to substitute goods or materials of a similar or equivalent nature and/or value.

Suitability of Products:

Express Fire Equipment Ltd. makes no representation that any product or service referred to in our catalogue or web site will be appropriate for use in locations other than those implied. It is the responsibility of the Purchaser to locate, use and maintain equipment in accordance with their responsibilities.

Warranties:

The warranties offered on products sold by Express Fire Equipment Ltd. vary according to product. Please ask for more information when you order. All warranties and guarantees are subject to compliance with the manufacturer's standard operating and maintenance instructions.

VAT:

VAT is not included in the published price. VAT is charged at the current rate.

Payment Terms:

Authorised credit accounts terms are strictly 30 days net from date of invoice, except by prior written agreement from an authorised representative of Express Fire Equipment Ltd. An official invoice will be sent once the goods have been dispatched. If any sum payable is not paid when due, that sum will bear interest from the due date until such time as payment is made in full (in cash or cleared funds). Express Fire Equipment Ltd. will be entitled to suspend credit services for any non-payment of account. All credit accounts are subject to board approval by the Company Directors and Express Fire Equipment Ltd. reserve the right to refuse credit accounts without explanation. All accounts may be submitted for third party verification and approval.

Non-account customers – payment must be received and cleared before the order is dispatched and payment may be remitted by cash, electronic transfer, cheque or debit/credit card. All payment must be made in UK (£) Sterling and payment must include VAT at the current rate.

Payment by credit card:

We are able to accept payment by credit card (Visa and MasterCard only). Please note that we are not able to accept American Express or other types of credit card. In accordance with U.K. legislation, as from 13th January 2018, no charge will be made for payment by credit card (Visa or MasterCard only). For debts over 30 days old or in contravention of account credit/payment terms, payment can only be accepted by debit card.

Returning Goods:

Goods which have been ordered in error, may be returned subject to a 20% handling charge plus appropriate carriage fees. A returns request form should be completed and enclosed with all returned goods. All goods must be returned to us in their original packaging and must be as new in suitable condition for re-sale. All refunds will be credited to your account within 30 days of returning the goods.

Claims for damage or deficiency must be notified strictly on the same working day that goods are received and Express Fire Equipment Ltd. is not able to accept claims for

damaged items that have been signed for as in good order. Please note that we are not able to accept claims where the goods have been signed for as 'not checked' upon receipt.

Any invoice query or discrepancy must be submitted in writing to Express Fire Equipment Ltd. within 7 days of date of invoice. Any queries or discrepancies advised later than 7 days will not be accepted and the invoice will remain due.

Non-stock items:

Express Fire Equipment Ltd. is able to source and supply non-stock items for our customers. All non-stock items supplied are excluded from our returns policy and are non-returnable unless faulty. Please note that not all items listed in the price catalogue are stock items.

Delivery:

All goods are despatched by a third-party courier service and must be signed for upon receipt by the customer. All deliveries should be checked as being in good order before being accepted by the customer. Deliveries may be made anytime between 8am and 5.30pm and Express Fire Equipment Ltd. accepts no responsibility for late deliveries or deliveries made outside of these time periods. If the purchaser fails to take delivery, for any reason, the goods will be deemed to have been delivered and Express Fire Equipment Ltd. may, without prejudice, redeliver the goods at a later date at an additional cost to the purchaser. Express Fire Equipment Ltd. cannot process a claim for damaged goods if the goods have been signed for as having been received in good order by the customer. Normal delivery is next-day for package deliveries and 3 days for pallet orders (UK mainland only) and is subject to the following charges. All prices are quoted excluding VAT.

Parcel orders:

Bag orders (under 5kg), next working day service £5.00 & VAT per consignment.

Parcel orders (under 60kg): 2- day service £10 + VAT per consignment up to £200.00 & VAT.

A next working day service is an additional £5.00 & VAT per consignment for orders up to £200.00 & VAT.

Parcel orders over £200.00 (net) are carriage free on a standard 2-day service. Parcel next day service is £5.00 & VAT per consignment.

Parcel pre-noon delivery: charged by weight:

Up to 20kg: £22.00 per consignment & VAT

21kg – 30kg: £25.00 per consignment & VAT

31kg – 40kg: £28.00 per consignment & VAT

41kg-50kg: £31.00 per consignment & VAT

51kg-60kg: £34.00 per consignment & VAT

Pallet orders (over 60kg approximately):

Orders 60-100kg:

Quarter pallet: Next working day service: £25.00 & VAT per pallet.

Orders over 100kg:

3-day pallet delivery: Free of charge for orders over £600.00 net
£45.00 & VAT per pallet for orders under £600 net.

Next day delivery: £25.00 & VAT per pallet for orders over £600.00 net.
£70.00 & VAT per pallet for orders under £600.00 net.

Pre noon delivery: £27.50 & VAT per pallet for orders over £600.00 net.
£72.50 & VAT per pallet for orders under £600.00 net.

Timed deliveries: £35.00 & VAT per order for orders over £600.00 net.
£80.00 & VAT per pallet for orders under £600.00 net.

Saturday delivery: From £60.00 & VAT per pallet.

Some UK postcodes incur charges regardless of the size of the order.

- £85.00 & VAT per pallet economy service is 3 working days
 - PO30-41

Isle of Man (IM), Jersey (JE) and Guernsey (GY):

- £150.00 & VAT per pallet economy service is 3 working days

Scottish postcodes:

- £75.00 & VAT per pallet economy service is 3 working days
 - DD, PH1-16
 - £85.00 & VAT per pallet economy service is 3 working days
 - PO 30-41, AB10-16, 21-25, 30, 39,99
 - £95.00 & VAT per pallet economy service is 3 working days
 - PH 17-26, AB31-38, 41-45, 51-56, IV1-28, 30-32, 36, PH 30-41, 49-50, KW1-14, PA 21-41.
 - £125.00 & VAT per pallet economy service is 3 working days
 - KA27-28, PH42-44, PA20, 42-49, 60-78, 80
 - £150.00 & VAT per pallet economy service is 3 working days
 - IV40-52, 55-56, 63, KW15-17
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- £185.00 & VAT per pallet economy service is 3 working days
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Northern Ireland and outlying UK mainland (including Scottish Highlands and non-UK mainland):

Standard 3 day service only:

Parcel orders: £20.00 & VAT per consignment up to 20kg. Additional weight thereafter £0.85 per kg.

Pallet deliveries to Northern Ireland:

Pallet charges are as follows (per pallet), economy service is 3 working days:

Northern Ireland	Full next working day £150.00 & VAT per pallet Available postcodes: BT 1-17, 36-39, 41	Full economy £140.00 & VAT per pallet
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Pallet deliveries to Ireland (Eire):

Pallet charges are as follows (per pallet), economy service is 3 working days:

Ireland (Eire)	Full economy £150.00 & VAT per pallet
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We offer a third party despatch service free of charge. You need to supply a copy of your delivery note and any other information by fax or email. Due to circumstance beyond our control, charges may vary and deliveries cannot be guaranteed. All goods must be checked by the recipient before the consignment is accepted. Express Fire Equipment Ltd. cannot accept any responsibility for damaged items that are signed for as being received in good confirmation by the customer.

General:

These Terms and Conditions may only be varied or amended in writing and duly signed by a Director of Express Fire Equipment Ltd. The formation, existence, construction, validity and all aspects whatsoever of the contract or any item of the contract will be governed by English law. The English Courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the contract. Both Express Fire Equipment Ltd. and the purchaser agree to submit to that jurisdiction.

Termination:

Express Fire Equipment Ltd. may, by way of written notice, terminate the contract immediately if the purchaser is in material breach of the contract, enters into insolvency, bankruptcy or any arrangement or situation which has a like effect.

Transfer of Ownership:

Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment in full (in cash or cleared funds) of (a) all goods and/or services the subject of the contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.

I confirm acceptance of the above Terms and Conditions on behalf of the company below. I confirm that I am an authorised representative of the company below and am I duly authorised to sign below:

Company name:

Signature: Print name

Job title: Date:.....
