

## **SUFFOLK MARINE SAFETY LIMITED**

### **STANDARD TERMS AND CONDITIONS**

#### **FOR THE SUPPLY OF GOODS**

**Suffolk Marine Safety Limited (company number 3947682) of Unit 75, Claydon Business Park,  
Gt Blakenham, Ipswich, Suffolk IP6 0NL. Tel: [01473 833010](tel:01473833010)**

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## **1 DEFINITIONS**

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Customer" means the organisation or person who purchases goods from the Supplier;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Specification Document" means a statement, quotation or other similar document prepared by the Supplier describing the goods to be provided by the Supplier;

1.5 "Supplier" means Suffolk Marine Safety Limited (company number 3947682) of Unit 75, Claydon Business Park, Gt Blakenham, Ipswich, Suffolk IP6 0NL.

## **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods by the Supplier to the Customer.

2.2 Before the commencement of the supply of goods, the Supplier shall submit to the Customer a Specification Document which shall specify the goods to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavours to complete the supply within estimated time frames but time shall not be of the essence in the performance of the supply of goods.

## **3 PRICE AND PAYMENT**

3.1 The price for the supply of goods is as set out in the Specification Document. Where the Supplier chooses to invoice the Customer, the invoice will normally be provided prior to the supply of goods.

3.2 All payments by the Customer shall be due and payable prior to the supply of any goods.

## **4 SPECIFICATION OF THE GOODS**

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

## **5 DELIVERY OF GOODS ORDERED ONLINE**

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

5.2 All risk in the goods shall pass to the Customer upon delivery.

5.3 The Customer shall provide full details of their requirements with respect to delivery and the Supplier shall have no liability to the Customer in respect of failed delivery due to the insufficiency of the information provided.

5.4 If delivery is required to be made to a residential location, then the delivery of any heavy, large or awkward items will only be made to a ground floor entrance.

5.5 If the Specification allows for a timed delivery, the Supplier shall be liable to refund the extra charge for this service if the delivery is more than 30 minutes late.

5.6 It is the Customer's responsibility to accept delivery of the goods, either at the advised delivery location or at an agreed alternative location. The Customer is liable to pay any return load and re-delivery charges incurred by the Supplier due to its failure to comply with this Clause 5.6.

5.7 If the Customer fails to accept delivery in accordance with Clause 5.6, the goods will normally be returned to the Supplier's depot and the Supplier shall endeavour to arrange revised delivery details. Goods will only be left on site if prior agreement is made and this is conditional upon the Customer accepting all risk in the left goods; this provision shall be a condition precedent on leaving goods and acceptance of this Clause 5.7 by the Customer is deemed to have been made.

5.8 The Customer is responsible for signing for the acceptance of goods and this is a condition precedent on delivery. The Customer is responsible for ensuring that the delivery is correct in quantity and undamaged prior to signing for the delivery. The Supplier shall have no liability to the Customer and shall have no obligation to provide a refund if the goods are not properly checked prior to signing for them.

5.9 The Supplier reserves the right to charge geographical surcharges for delivery to remote locations.

5.10 Deliveries are made by a separate delivery company and any damage caused to property by the haulier or their vehicles will be dealt with directly between the haulier and the Customer. For the avoidance of doubt, any product related damage or defective product is to be dealt with in accordance with Clause 14 (Returns and Refunds).

5.11 Goods may, at the Customer's choice be collected by appointment from the Supplier's premises.

## **6 TITLE**

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

## **7 CUSTOMER'S OBLIGATIONS**

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier;

7.1.2 provide the Supplier with any information reasonably required by the Supplier;

7.1.3 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties;

7.1.4 conform to all written instructions issued with the goods pertaining to their safe and proper use.

7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the supply of goods, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and subject to the payment of the damages set out in this Clause.

## **8 ALTERATIONS TO THE SPECIFICATION DOCUMENT**

8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and price and any other terms agreed between the parties.

8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

## **9 WARRANTY**

9.1 The Supplier offers no additional warranty beyond that offered by the original manufacturer of the goods.

9.2 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods to be provided by the Supplier.

## **10 INDEMNIFICATION**

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement.

## **11 LIMITATION OF LIABILITY**

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by

the Customer to which the claim relates.

11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where

such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

## **12 TERMINATION**

Either party may terminate this Agreement forthwith by notice in writing to the other if:

12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

12.4 the other party ceases to carry on its business or substantially the whole of its business; or

12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## **13 NOTICE OF THE RIGHT TO CANCEL GOODS ORDERED ONLINE**

13.1 The Customer has a statutory right to a “cooling off” period. This period begins once the Agreement has been made and ends on the soonest of:

- (a) 7 Calendar Days after the goods have been delivered; or
- (b) when the goods are used; or
- (c) when the goods are opened from their original packaging.

13.2 If the Customer wishes to cancel the Agreement within the cooling off period the Customer should inform the Supplier immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified in the Sales Literature or otherwise notified to the Customer).

13.3 To meet the cancellation deadline, it is sufficient for the Customer to send his or her communication concerning the exercise of the right to cancel before the cancellation period has expired.

13.4 The Customer may cancel the Agreement if the goods have not been delivered within 30 calendar days or the agreed final date for delivery. The Customer may also cancel the Agreement if the goods are defective.

13.5 If the Customer exercises the right to cancel he/she will receive a full refund of any amount paid to the Supplier in respect of the Agreement, subject to the provisions of Clause 13.8.

13.6 The Supplier will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.

13.7 The goods must be returned to the Supplier within 7 Calendar Days of the day on which the Customer informs the Supplier that he or she wishes to return the goods. The Customer is responsible for paying return shipment costs if the goods are returned for any reason other than them being defective.

13.8 Refunds will be issued within 5 working days and in any event no later than 14 Calendar Days after the Supplier receives the returned goods and will include standard delivery charges. Additional costs such as express delivery will not be refunded.

13.9 Cancellation Notices shall be deemed served upon the Supplier:

In the case of a Cancellation Notice sent by post, at the time of posting; and

In the case of a Cancellation Notice sent electronically, on the day it is sent.

## **14 RETURNS AND REFUNDS**

14.1 If the Customer chooses to exercise the right to cancel in accordance with Clause 13 above, any goods received by the Customer must be returned to the Supplier in accordance with this Clause 14.

14.2 The Customer must comply with the following when returning goods:

14.2.1 The Customer must inform the Supplier of their exercise of the right to cancel within the period required by Clause 13.

14.2.2 The goods must be returned in their unopened original packaging, unused and their original condition.

14.3 Following the receipt of the goods by the Supplier, in accordance with this Clause 14, all relevant monies paid by the Customer shall be refunded.

14.4 Should any goods be found to be defective, the Customer shall notify the Supplier within 28 days of delivery. Failure by the Customer to notify the Supplier in accordance with this clause may render the Customer ineligible to claim for any replacement or refund.

14.5 The Supplier shall replace or refund the cost of any defective goods as notified pursuant to Clause 14.4 within seven days of receipt by the Supplier of the defective goods.

14.6 Any goods purchased by the Customer in person from the Supplier's premises and subsequently found to be defective, may be exchanged or refunded at the Supplier's discretion. Goods shall be presented by the Customer in person at the location from which the goods were purchased.

## **15 FORCE MAJEURE**

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the Supplier shall be entitled to a reasonable extension of its obligations after notifying the Customer of the nature and extent of such events.

## **16 INDEPENDENT CONTRACTORS**

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

## **17 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## **18 SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue

in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **19 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## **20 NOTICES**

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## **21 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## **22 NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **23 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.