

# CLOSMAT LIMITED STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND / OR PROVISION OF SERVICES

- 1. DEFINITIONS**  
In these Conditions the following expressions shall have the following meanings unless the context requires otherwise:  
1.1 The Company, 'us' and 'we' means Closomat Limited (company number 02489536) whose principal place of business is at Building 1, Brooklands Place, Brooklands Road, Sale, Cheshire M33 3SD;  
1.2 "Conditions" means the standard conditions of sale set out in this document and (unless the context requires otherwise) including any Special Conditions;  
1.3 "Consumer" means a Customer who is a natural person and who purchases Goods and / or Services for purposes outside his trade, business or profession;  
1.4 "Contract" means the contract for the sale and purchase of the Company's Goods and / or Services, subject always to the Conditions; 'the Customer' and 'you' means the person who submits or places an order for the Company's Goods and / or Services which is accepted by the Company in accordance with the procedure set out in these Conditions;  
1.6 "End User" means the party to whom the Goods are delivered for end use by them, or who directly receives the benefit of the Services, in both cases where such party is not the Customer;  
1.7 "Goods" means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions and the Contract (and such term shall, where applicable, include the product of any Services to be supplied by the Company);  
1.8 "Services" means the services to be provided by the Company for the Customer / End User in accordance with these Conditions and the Contract;  
1.9 "Special Conditions" means any mutually agreed additional conditions which appear on the face of an order or quotation and which form part of the Contract and take precedence over conflicting parts of these Conditions.
- 2. SPECIALS – PLEASE READ CAREFULLY**  
The provisions of this clause 2 apply where the Customer is a "Consumer", as defined above.  
2.1 These Conditions do not affect your statutory rights as a Consumer.  
2.2 The provisions of clauses 6.2, 6.4, 7.6 and 7.7 (as regards only the limitation of liability in clause 7.7) of these Conditions will not apply to you if you are a Customer who is not a Consumer.  
2.3 In addition to the provisions of these Conditions which are not excluded by clause 2.2, if you are a Consumer, you have a statutory right to cancel any Contract:  
2.3.1 for the supply of Goods (with or without Services) by giving written notice to the Company (giving details of the Goods and their delivery) before the end of your cancellation period, which is 7 working days starting from the day after the date on which you receive the Goods, in which event you must make the Goods available to the Company for collection in the condition in which they were delivered to you and the Company will within 30 days of receipt of your cancellation notice refund any sum paid in advance for the Goods by you or on your behalf; and / or  
2.3.2 for the supply of Services (where the Contract is for supply of Services only) by giving written notice to the Company before the end of your cancellation period, which is 7 working days starting from the day after the date on which the Contract was made, in which event the Company will refund any sum paid in advance for the Services within 30 days of receipt of your cancellation notice. However you will not be able to cancel such Contract for Services once performance of the Services has begun with your agreement.  
Notice required under this clause 2.3 must be given by hand, post, fax, or email at the address, fax number, or e-mail address shown overleaf.  
2.3.3 If you have any complaints please contact the Company at our "principal place of business" address set out above or call us on 0800 374 076.
- 3. BASIS OF SALE / SUPPLY**  
3.1 The Company shall sell and the Customer shall purchase the Goods and / or Services in accordance with the Customer's order (if accepted by the Company in accordance with the procedure set out in these Conditions), subject always to these Conditions which shall govern the Contract to the exclusion of any other terms or conditions subject to which any such order is made or purported to be made (other than those implied in favour of the Company which are not included within and do not conflict with these Conditions). Any quotation or estimate issued by the Company is indicative only and does not constitute an offer by the Company which is capable of acceptance by the Customer.  
3.2 Each order placed by the Customer for the Goods and / or Services shall be deemed to be an offer by the Customer to buy the Goods and / or Services subject to these Conditions. No order placed with the Company by a Customer is binding on the Company until the earlier of (i) acceptance by an authorised representative of the Company or (ii) the Company commencing work on the supply of the Goods and / or Services, at which point a binding Contract shall be deemed to have come into effect on these Conditions.  
3.3 Subject to the provisions of clause 2.3 above, no order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on condition that the Customer shall indemnify the Company against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation.  
3.4 The price of the Goods and / or Services shall be the Company's quoted price (or, where no price has been quoted, the Company's published list prices therefor ruling at the date the Customer's order is received by the Company), subject to these Conditions. All quotations are exclusive of VAT which shall be additionally chargeable at the applicable rate and do NOT include any discounts, monthly cash, trade or RIBA discounts unless expressly stated by the Company. The Company reserves the right to charge for any additional tax levied by Government legislation not known about at the time of the quotation, but applicable at the date of delivery.  
3.5 Customers shall inspect thoroughly all Goods upon delivery (and if any Services provided upon completion of their performance) and shall notify the Company within 48 hours of delivery (or completion of performance for Services) of any defect or failure to conform with the Contract.  
3.6 The Customer shall be responsible for ensuring the accuracy of its order and for giving the Company any necessary data and information relating to the Goods / Services within a sufficient time to enable the Company to perform the Contract in accordance with its Conditions.  
3.7 The Company's employees, agents or sub-contractors are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.  
3.8 Any advice or recommendation given by the Company or its employees, agents or sub-contractors as to the storage, application or use of the Goods (or any Services) which is not confirmed in writing by the Company is followed or acted on entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.  
3.9 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company. No variation or modification of these Conditions or the Contract will bind the Company unless specifically agreed in writing between authorised representatives of the Company and the Customer.  
3.10 We reserve the 'right' to refuse to do business 'without explanation'.
- 4. RETENTION OF TITLE AND LIEN**  
4.1 Ownership of the Goods shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of risk therein to the Customer) until and shall only pass to the Customer when payment in full has been made under the Contract.  
4.2 Save where the Customer is a Consumer, the Company will, in respect of all debts owing by the Customer to the Company on any account, have a general lien on all goods and property belonging to the Customer in the Company's possession and shall be entitled, upon the expiration of fourteen (14) days notice to the Customer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof (after deducting the Company's reasonable selling expenses) towards the payment of such debts.
- 5. PRICE REVISION**  
5.1 Unless expressly stated otherwise in writing by the Company, all prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.  
5.2 The Company reserves the right, by giving written notice to the Customer at any time before delivery in the case of the Goods and at any time in the case of the Services, to increase the price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, transport, materials or any costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Customer, or any delay/increased costs to the Company caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions. Where the Company increases the price in accordance with this clause 5.2, if the Customer is a Consumer they may cancel the Contract by written notice to the Company if the final price is too high in relation to the price agreed when the Contract was concluded.
- 6. DELIVERY / TIME FOR PERFORMANCE**  
6.1 Delivery of the Goods shall be made by the Company delivering the Goods to the place for delivery agreed by the Company and the Customer. Delivery will be made only over good hard and practicable roads on the shortest route to the place of delivery at ground floor level only (otherwise the Company shall be entitled to make further charges to the Customer to reflect its increased costs of delivery). In all cases where Goods are to be delivered above ground level, the Customer at its own risk and cost must provide a hoist. Risk in the Goods will pass to the Customer on delivery, or if the Customer/End User wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.  
6.2 Times and dates quoted for delivery (or for performance in the case of Services) are approximate only and the Company shall not be liable for any delay in delivery of the Goods or performance of Services however caused, though the Company will endeavour to meet any agreed dates.  
6.3 Where the Goods are to be delivered (or Services performed) in instalments, each delivery / performance shall constitute a separate contract and failure by the Company to deliver / perform any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.  
6.4 If the Company fails to deliver the Goods (or any instalment) or perform Services for any reason other than any cause beyond the Company's reasonable control (including the Customer's or End User's fault), and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Company (in the cheapest available market) of similar goods / services to replace those not delivered / performed over the price of the Goods / Services.  
6.5 If the Customer or End User fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's or End User's reasonable control) or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage. If the Customer or End User refuses to accept performance of any Services, then the Company will endeavour to agree an alternative date for performance of those Services but the Company may charge for any additional cost it incurs in performing those Services.
- 7. LIABILITY**  
7.1 The Company makes no warranty as to the compatibility of the Goods with any products not supplied by the Company and the Customer/End User should not use the Goods with any products not supplied by the Company without the Company's written approval.  
7.2 In respect of the Goods / Services the Company shall be under no liability in respect of any defect:  
7.2.1 arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse (for example use with other products not supplied by the Company without the Company's approval) or alteration or repair of Goods without the Company's approval;  
7.2.2 arising from any specification provided by the Customer; or  
7.2.3 if the total price for the Goods / Services has not been paid by the due date for payment.  
provided that nothing in these Conditions is intended to exclude liability for death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987.  
7.3 In respect of the Services the Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 7.4 The Company warrants that, subject to these Conditions, the Goods will correspond with their specification at the time of their delivery. In respect of parts, materials or equipment not manufactured by the Company, the Customer shall be entitled to the benefit of any warranty or guarantee which is given by the manufacturer to the Company. The Company further warrants to the Customer that, subject to these Conditions, the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with specification and at the intervals and within the times agreed between the parties.  
7.5 Subject as expressly provided in these Conditions, and except where the Goods are sold / Services provided to a person dealing as a Consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.  
7.6 A claim by the Customer which is based on any non-conformity of the Goods / Services with the Contract shall (whether or not delivery / performance is refused by the Customer) be notified to the Company within 48 hours of delivery of the relevant Goods / performance of the relevant Services or (where the non-conformity was not apparent on reasonable inspection) within a reasonable time after installation of the relevant Goods / performance of the relevant Services. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods / Services and the Company shall have no liability for such non-conformity, and the Customer shall be bound to pay the price as if the Goods had been delivered / Services performed in accordance with the Contract.  
7.7 Where a valid claim in respect of any of the Goods / Services which is based on non-conformity of the Goods / Services with the Contract is notified to the Company in accordance with these Conditions, the Company may replace the Goods (or the part in question) / re-perform the Services free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods / Services (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.  
7.8 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees, agents or sub-contractors or otherwise) which arise out of or in connection with the supply of the Goods and/or Services (including any delay in supplying or any failure to supply the Goods and/or Services in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods and/or Services, except as expressly provided in these Conditions.  
7.9 The Company shall not be liable to the Customer for any loss or damage or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition, or act of terrorism; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.  
7.10 A claim for damage in transit or storage in delivery will only be entertained if notice in writing is given to both the carrier concerned and to the Company within 3 days of delivery followed immediately by a detailed and complete claim in writing. In the event of loss or destruction of Goods in transit, advice of non-delivery must be submitted in writing to both the carrier and to the Company within 28 days of the date of receipt by the Customer of the invoice relating to the destroyed or lost Goods. Subject to its acceptance of any such claims, the Company will replace free of charge Goods lost, destroyed or damaged in transit but shall be under no further liability of the Customer in respect thereof.
- 8. CONFIDENTIALITY**  
8.1 Each party to the Contract agrees that it will treat as private and confidential the confidential information of the other party and neither of them shall publish or disclose any detail thereof to any third party (except as permitted in writing by the other party or as may be required by law) nor use the same except for the purpose of carrying out its obligations under the Contract.
- 9. ACCIDENTS AND INSURANCE**  
9.1 The Customer accepts full liability for and shall indemnify the Company against fire, accidents, however caused resulting in injury or damage to the Company's employees, agents, sub-contractors and/or their materials whilst at the place of delivery / performance. Any such incident shall not entitle the Customer to rescind the whole or any part of the Contract. The Customer (except where the Customer is a Consumer) shall effect appropriate insurance in respect of such injury or damage for which it is responsible under this clause. The Company shall accept liability to the Customer or End User in respect of damage to the tangible property of the Customer or End User resulting from the negligence of the Company or its employees agents or sub-contractors, subject to a limit of £1,000,000 and subject to these Conditions.
- 10. PAYMENT**  
10.1 The Company may invoice the Customer (i) for the price of Goods on or at any time after delivery of the Goods (unless the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price of the Goods at any time after the Company has notified the Customer that the Goods are available for collection) and (ii) for the price of Services on or at any time after completion of their performance.  
10.2 All of the Company's invoices must be settled by not later than the last day of the month following the month of invoice date. All payments by the Customer will be made without any set off or deduction whatsoever (except any discount to which the Customer is entitled). Unless otherwise expressly agreed by the Company, payment shall be by promissa, cash with order or Banker's draft. The Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract.  
10.3 Failure to pay the price of the Goods / Services within the period specified will entitle the Company to:  
(a) cancel the Contract;  
(b) decline to make further deliveries or supply of Goods / Services except upon receipt of cash or other security satisfactory to the Company;  
(c) appropriate any payment made to the Company to such of the Goods / Services (or the goods/ services supplied to the Customer under any other contract with the Company) as the Company may think fit; and/or  
(d) charge the Customer interest on all monies owing by the Customer which are not paid by the due date from that date until actual payment (as well before as after any judgment) at the rate of four per cent (4%) per annum above the base lending rate of the Bank of England in force from time to time during such period.  
10.4 Where the Goods or Services are supplied by instalments, the Customer must pay for each instalment in accordance with the terms set out in this condition 10.  
10.5 Where a commissioning certificate is required it will only be issued after payment in full has been received.
- 11. SPECIFICATION AND INTELLECTUAL PROPERTY**  
11.1 The Company reserves the right to alter or adjust its specifications at any time where this would not materially affect the quality or performance of the Goods or the nature or quality of the Services, provided that the Company shall not do so without a valid reason in the case of a customer who is a Consumer.  
11.2 The Company reserves the right to make any changes in the specification of the Goods / Services which are required to conform with any applicable statutory, safety or E.U. requirements. Due to constant revision and research no warranty is implied or given that any two units of the Goods manufactured can be considered alike in any way unless from the same series of production. No 'cure' is claimed by the Company in this sale and the Company does not warrant that the Goods will meet any person's individual needs.  
11.3 The Customer agrees to rely upon his own judgment as to the nature and quality of the Company's products / services, their use and application and their suitability for its purposes and the Customer acknowledges that it has not relied upon any representation or statement made by the Company, its employees, servants or agents either orally or in writing thereto unless specifically included in writing in the Contract.  
11.4 If any Goods are to be manufactured or any process applied to the Goods by the Company in accordance with a specification or other instructions submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with (or paid or agreed to be paid by the Company in settlement of) any claim by any third party that the Company's use of the Customer's specification or following its instructions infringes the intellectual property rights of such third party.  
11.5 Nothing in this Contract shall give to the Customer any rights in respect of the trade marks or any intellectual property of the Company or the goodwill associated therewith, and the Customer hereby acknowledges that, except as expressly provided in this Contract, it shall not acquire any rights in respect of the trade marks or any intellectual property of the Company.  
11.6 The Customer must ensure that, where original information, data or materials are supplied to the Company, it retains copies of the same and (where appropriate) insures against its accidental loss or damage. The Company shall have no liability for any loss of or damage to such information, data or materials, however caused.
- 12. TERMINATION**  
12.1 This clause 12 applies if:  
12.1.1 the Customer commits any material breach of these Conditions or of any other term of the Contract (which if capable of remedy has not been remedied within thirty (30) days of a notice from the Company requiring it to do so);  
12.1.2 the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or  
12.1.3 an emburrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or  
12.1.4 the Customer ceases, or threatens to cease, to carry on business; or  
12.1.5 the Company reasonably apprehends that any of the events mentioned above (or any event similar or analogous to them under the laws of any jurisdiction) is about to occur in relation to the Customer and notifies the Customer accordingly.  
12.2 If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries/performance under the Contract without any liability to the Customer, and if the Goods/Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 13. DATA PROTECTION**  
This clause applies if the Customer or End User is an individual:  
13.1 The Company will take all reasonable precautions to keep the personal details of the Customer's order and payment secure, but unless the Company is negligent, the Company will not be liable for unauthorised access to such information.  
13.2 The Company will only use the personal information provided by the Customer or End User for the purpose of fulfilling the Customer's order and for marketing mailshots to the Customer/End User in respect of the Company's products, unless the Customer/End User agrees otherwise. The Customer/End User can correct any personal information about them, ask for personal information about them to be deleted, or opt out of receiving marketing communications from the Company by giving written notice to the Company at the address, fax number or email address shown overleaf.
- 14. GENERAL**  
14.1 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.  
14.2 No term of the Contract may be enforced by a person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.  
14.3 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.  
14.4 The failure of the Company to enforce (or delay in enforcing) at any time for any period any one or more of the terms of the Contract shall not be a waiver of such term(s) or of its right at any time subsequently to enforce all the terms of the Contract. The rights and remedies expressly conferred upon the Company by these Conditions are in addition to and shall not in any way prejudice limit or restrict any other rights or remedies of the Company hereunder.  
14.5 The Contract is personal to the Customer and the Customer may not assign any of its rights nor sub-contract any of its obligations hereunder without the prior written consent of the Company. The Company shall be entitled to assign its rights and/or sub-contract its obligations under the Contract at any time without the prior written consent of the Customer.