

Conditions of Sale – Supply Only

1. **GENERAL** These terms apply to all contracts for the sale of goods by Frenger Systems Limited ("Company") to the purchaser ("Customer"), overriding any Customer purchasing terms. No variations are binding unless signed by a Company Director.
2. **QUOTATIONS, PRICES & PAYMENT** (a) Prices are fixed upon issuance of an Order Acknowledgement (OA), excluding VAT and duties. However, the Company reserves the right to amend prices or cancel the contract without liability in the event of a manifest, obvious, or typographical error in the Quotation or OA. (b) Payment is strictly due 30 days from the end of the month in which the invoice is raised. The Customer has no right of set-off. (c) Overdue accounts incur interest at 2% per month. Upon default or insolvency, the Company may suspend deliveries, cancel orders, demand immediate payment, and decline warranty responsibilities.
3. **DELIVERY, RISK & STORAGE** (a) Time is not of the essence. The Company is not liable for delivery delays. If delayed by events beyond its reasonable control (Force Majeure, supply chain failures, acts of war, riots, fuel shortage, etc...), the Company may suspend deliveries or cancel the contract without liability for any resulting losses. (b) Delivery is to the nearest safe hard road; the Customer is responsible for unloading. The Customer shall be responsible for checking the goods for any transport damage before unloading and recording the same on the hauliers paperwork at the time of delivery. (c) If the Customer delays accepting delivery, goods will be stored and invoiced at the Customer's risk, and storage charges will apply. (d) If delivery times are restricted by local traffic regulations and/or site restrictions, the Customer shall be responsible for advising the Company of the details of the restriction and providing whatever necessary for unloading at the agreed time. If the delivery has to be made outside our normal hours of business, the Company reserves the right to make an additional charge. (e) Risk passes upon delivery. The Company accepts no liability for transit damage unless signed as "damaged" and notified with photographic evidence at the time of delivery, whilst goods on lorry bed. (f) The Company accept no liability for damage to goods occurring in transit unless notified to the Company on the day of delivery and provided that the goods have been signed for as "damaged" on the Company's delivery note and on the haulage company's delivery note at the time of delivery. In the case of non-delivery, the Company accepts no liability of any sort unless written notice of non-delivery is given to the Company within three working days after the posting or electronic issue of the despatch advice note or invoice in respect of the goods. (g) The Company's liability for damage to or non-delivery of goods duly notified to the Company by the Customer in accordance with the foregoing shall in any event be limited to replacement of the goods within a reasonable time, whether the damage or non-delivery is due to negligence or otherwise by the Company. Consequential losses shall not be transferable from the Customer to the Company.
4. **CANCELLATIONS & RETURNS** (a) Bespoke/made-to-order goods cannot be cancelled or returned. (b) Cancelled pre-dispatch orders incur an admin fee up to 15% of the contract value with minimum of £300 charge (up to 40% if manufacturing drawings are produced). Part-manufactured orders will be charged up to 95%. Deposits are non-refundable. (c) Standard stock returns require prior written accounts approval from the company, must be in unopened/resalable condition within 30 days, and incur a 40% restocking charge plus return carriage at the Customer's expense.
5. **RETENTION OF TITLE** Title to the goods remains with the Company until all funds owed by the Customer to the Company (for these goods and any other outstanding balances) are paid in full. Until payment, the Customer holds the goods as bailee, must store them safely, strictly identify them as Company property, and insure them for their full replacement value.
6. **WARRANTY & DEFECTIVE GOODS** (a) The Company warrants goods are free from material defects. If defective, the Company will, at its sole discretion, repair or replace the goods free of charge, provided written notice is given within 1 month of delivery. (b) Faulty goods must be returned at the Customer's expense for inspection. Alternatively, at its sole discretion, the Company may waive the return requirement and dispatch a replacement; the Customer is then solely responsible for site disposal costs. (c) Warranties are void if goods exhibit signs of misuse and/or are installed in hazardous/aggressive environments or subjected to aggressive water conditions.
7. **LIMITATION OF LIABILITY** (a) **Nothing in these terms limits or excludes the Company's liability for death or personal injury caused by its negligence, or for fraud.** (b) All other implied or statutory warranties are expressly excluded. (c) **The Company's total liability shall be limited to the replacement of the goods. The Company shall not be liable for the cost of removing goods, re-fixing, or any consequential, indirect, or special losses. Excluded losses strictly include (but are not limited to): loss of profit, revenue, project delay costs, site labour, craneage/access, and site disposal costs.**
8. **GENERAL PROVISIONS** (a) Descriptions, samples, and drawings are for general guidance only and do not form part of the contract. (b) The Customer must ensure all health and safety information provided is utilised to ensure safe product use on site. (c) If any clause is held invalid, the remainder shall remain in full force. (d) These conditions are governed by English Law and are subject to the exclusive jurisdiction of the English courts.