



CONDITIONS OF SALE

1. These conditions govern this contract and all other sales by RACKING UK. The supply of goods will not be made on any other terms and where these conditions are in conflict with terms imposed by the buyer in the order, this Acceptance Note must be treated as a counter-offer. If the buyer does not accept these conditions delivery must not be accepted.
2. Ownership of any goods delivered by RACKING UK. under this contract will remain in the seller unless and until all monies due from the buyer to RACKING UK. under this contract or otherwise have been paid.
3. Unless and until property in goods delivered passes in accordance with Condition 2 the buyer is the bailee of the goods on behalf of RACKING UK. The buyer may appropriate the goods to any process of manufacture or cut, alter or mix them with other goods or otherwise deal with them in the ordinary course of business but the resulting product will become the property of RACKING UK immediately upon such dealing and the buyer will be the bailee thereof.
4. Unless and until property in goods delivered passes in accordance with Condition 2 the buyer may sell them or any product or any such dealing with them as is set out in Condition 3, but will do so as the agent of RACKING UK. Until any such sale the buyer must keep such goods or products separate from goods now owned by RACKING UK. and upon any such sale must keep any proceeds there from separate from the proceeds of sale of goods not belonging to Compact Storage Ltd
5. RACKING UK. has the right to enter on premises occupied by the buyer to check or remove its property or the proceeds of sale thereof, and the buyer will account to RACKING UK for the proceeds of any sale.
6. The buyer assumes the risk of any goods delivered under this contract upon delivery and of any products of the goods upon those products coming into existence.
7. All prices are subject to increase in the event of an increase payable by RACKING UK. for labour and/or materials used by RACKING UK. in performing the obligation under the contract and which occur between the date hereof and the date of delivery.
8. The price of the goods shall be paid in full to RACKING UK. upon demand.
9. If payment is not received RACKING UK. reserves the right to charge interest at a rate of 5% above the base rate at NatWest Bank Plc.
10. Delivery dates or periods are approximate only and time shall not be one of essence of this contract. It is hereby expressly agreed that RACKING UK. shall incur no liability whatsoever in respect of any loss or damage suffered by the buyer caused by a delay in delivery.
11. No claim against RACKING UK. in respect of short weight or damage in transit will be entertained unless notified in writing by registered post or recorded delivery within three days of the delivery of the goods, the delivery notes marked accordingly and RACKING UK. shall be given an opportunity to re-weight and/or inspect the total consignment, or that part which deemed necessary.
12. No claim shall be entertained in respect of goods delivered wet unless the buyer informs RACKING UK. by telephone on the day of delivery, the delivery notes are endorsed accordingly and is confirmed to RACKING UK. in writing on the same day by registered post or recorded delivery.
13. Force Majeure. In the event of an Act of God, outbreak of war, either general or local riot or other civil commotion, strike lockout, or act or decree of any Government or any other act, matter or thing beyond our reasonable control:
14. RACKING UK. shall not be liable for any injury, loss or damage of any kind thereby caused or resulting therefrom.
15. At RACKING UK's sole discretion, RACKING UK. may withdraw wholly or in part from any contract without liability whatsoever.
16. The liability of RACKING UK. arising out of defective goods supplied under this contract is limited to the value of the defective goods. All other liability for delivering defective goods whether in tort or contract, by express or implied term, is hereby excluded.
17. This contract is subject to the law of England and Wales

