



TRADE CLIENTS: TERMS & CONDITIONS

A) Conditions Apply

Unless otherwise specifically agreed in writing by Spartan Safety Limited all quotations and contracts for the supply of goods by Spartan Safety Limited are made upon these Conditions of Sale ("the Conditions") which shall all times override any terms and conditions with the Purchaser of such goods ("the Purchaser") imposes or seeks to impose.

Quotations are valid for a maximum period of 30 days, from the date which appears on the quotation.

B) Account Terms

For Non-Account customers, payment can be made by bank transfer, cash, cheque (in case of payment by cheque, goods will be shipped subject to cleared funds) or credit or debit card, with the order or on collection.

A 30 days credit facility (from the date of invoice) is available on completion of a credit account application form and subject to satisfactory references).

All credit accounts are subject to periodic reviews without prior notice. In case of default, Spartan Safety Limited may, without notice to the Purchaser (even if the Purchaser has a contract with a third party):

- a)** Terminate any outstanding orders or quotations
- b)** Withhold and or suspend supplies; or
- c)** Reduce the Purchaser's credit limit.

There may be occasion when Spartan Safety may be unable to ship your entire order as a single consignment. This may be due to multiple factors which are outside the control of Spartan Safety. If such a situation does arise, Spartan Safety reserve the right to both part ship and part invoice your order. This in turn means that you may receive multiple consignments and invoices in respect of a single order. In these instances, the purchaser must make payment for each invoice as per the agreed payment terms until the order is paid in full, unless otherwise expressed in writing.

C) V.A.T.

Value Added Tax is not included in the price or quotation

D) Prices

Prices charged will be those ruling at date of despatch. All goods are subject to availability. Spartan Safety reserve the right to increase or decrease prices at any time and while we will endeavour to advise of any price changes beforehand, it may not always be possible to do so.

E) Carriage

Free Next Working Day Delivery between 0800 and 1800 hours on all orders above £250.00 (excluding VAT) delivered to one address in UK (Mainland Only). Orders under £250.00 (excluding VAT) will be charged £10.00 (excluding VAT).

Although Spartan Safety Ltd, offer a next working day and or a Saturday delivery service (a Saturday delivery service we be provided at an additional cost which we will advise you at the time of your enquiry), we will endeavour to fully inform you of delivery schedules. However any dates that are specified for the delivery of goods are approximate and we cannot be held liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of your item(s) as this is sometimes outside our control.

A signature is required at the time of delivery, therefore it is essential to have someone available to accept the delivery. In the event that no one is available, the carriers will leave a card with further instructions including details on how to reschedule the delivery and or how to collect from your local depot. In some instances, if you supply a contact number for the recipient of the order, we may advise our couriers of the same. The courier may possible contact the recipient via SMS or may call them to advise them of the status of their delivery.

Goods returned to Spartan Safety Ltd will incur further carriage costs and also re-stocking charges.

F) Retention of Title

All products are at the risk of the Purchaser from the time they are delivered. Title to the goods shall remain with Spartan Safety Limited and only passes to the Purchaser when full payment for the goods has been received together with full payment of all other amounts owed by the buyer to the Spartan Safety Limited in respect of any other contracts for the sale of goods. Such payment shall become due immediately upon the commencement of any act or proceeding in which the buyer's solvency is involved. If payment is overdue in whole or in part Spartan Safety Limited may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the buyer's premises by its servants or agents for that purpose. Until Spartan Safety Limited is paid all monies outstanding in full, the relationship of the buyer to Spartan Safety Limited shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the buyer Spartan Safety Limited shall have the right to trace the proceeds thereof.

G) Non Delivery

Claims for non delivery must be made in writing to Spartan Safety Limited within 5 days of date of despatch as shown on delivery note.

H) Damage or Short Delivery

All deliveries must be checked for the correct number of parcels on receipt of delivery by the courier before signing for the goods. Spartan Safety Limited will not be responsible for any shortages resulting from the incorrect number of parcels being received.

Damage/shortages must be advised to both Spartan Safety Limited and to Carriers and noted on the Carriers Delivery Sheet immediately. Notice must be given in writing to Spartan Safety Limited within 48 hours of the delivery. Damages/shortages which have not been reported and noted on the Carriers Delivery Sheet will not be entertained. Damages/shortages which are reported after 48 hours will not be entertained.

I) Returns Policy

Printed, processed, embroidered, decorated or altered garments, bags, caps, safety helmets and armbands will not be accepted back under any circumstances.

Track Safety Equipment such as signal flags, horns, whistle etc., are non-returnable, non-refundable and non-exchangeable.

Spartan Safety Limited does **not** trade on a 'Sale or Return Basis'.

No goods (other than goods, which reach the customers in an unusable condition) may be returned without the prior written consent of Spartan Safety Limited. Where Spartan Safety Limited consents to such return, the goods must be received from the customer in good condition, and the customer agrees to pay an administrative handling charge of 30% of the invoice value of the goods returned. It would help if goods which are being returned to us for examination prior to replacement, are thoroughly cleaned and adequately packed before returned.

Shipping and handling fees are not refundable.

For goods for which a refund is requested, all goods (unless otherwise agreed in writing by Spartan Safety Ltd), must be returned unused in its original packaging. The buyer will be responsible for the carriage costs for the return of the goods.

Products which are supplied as "Special Order" are placed subject to Spartan Safety receiving back the signed Acceptance and Authorization form. Items purchased under "Special Order" cannot be exchanged or refunded.

J) Specification

The customer's attention is specifically drawn to the manufacturers' brochures and safety literature in respect of the correct use and application of products, which Spartan Safety Limited may supply. The customer shall be wholly responsible for checking that such products are entirely appropriate for the use and application to which they may be put. Under COSHH Regulations, it is the USERS responsibility to ensure that the PROTECTIVE EQUIPMENT is suitable and adequate for use in the intended hazardous environment. If in doubt before purchasing we strongly advise that you consult with your Health and Safety Manager and or representative, in order to ensure that the products which you are selecting are suitable for task for which you are purchasing them for.

The specification and description of the goods in our catalogues have been supplied by manufacturers and were correct to the best of the Spartan Safety Limited's knowledge at the time of being presented and or printed. In view of the rights claimed by manufacturers to change specification without notice and whilst all reasonable care is taken to ensure that due notification of such change is given customers are advised to check the exact specification of all goods PRIOR TO ORDER where variations will be material to performance.

K) Spartan Safety Ltd Disclaimer

Any products shown in our printed and online publications do not represent endorsement by Spartan Safety Limited of any other products.

L: Limitation and Liability - Force Majeure

L1) We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any Loss and or costs and or expenses arising directly and or indirectly from any delays in doing so and we will not be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, and or any failure to perform, any of our obligations in relation to these terms and Conditions, if the delay and or failure was due to any cause beyond our reasonable control.

Without prejudice to the generality of the foregoing, the following will be regarded as causes beyond our reasonable control which are listed below including but not restricted to the following:

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War and or threat of war, sabotage, civil disturbance and or requisition;
- c) Acts, restrictions, regulations, bye-laws, prohibitions and or measures of any kind on the part of any governmental, parliamentary and or local authority;
- d) Import and or export regulations and or embargoes;
- e) Strikes, lock outs and or other industrial actions and or trade disputes;
- f) Difficulties in obtaining raw materials, labour, fuel, parts and or machinery;
- g) Power failure and or breakdown in machinery.

L2) Any other liability shall be limited to the price paid for the goods.

L3) We do not exclude our liability for fraud and or for personal injury and or for death, and we will not be liable to you for any loss of profit and or any indirect special or consequential loss, damage, costs, expenses or other claims, which arise out of, and or in connection with the supply of goods other than as a result of a breach of an obligation arising under the Sale of Goods Act 1979 (as amended) and/or the Supply of Goods and Services Act 1973.

L4) Spartan Safety Ltd do not accept any liability to damage of property and or for any personal injury based on the misuse of any products purchased from Spartan Safety Ltd.

L5) Spartan Safety Ltd does not dispense any Health and Safety advice. We strongly advise that if you are unsure of what type of product(s) are needed for any specific task and or working environments, that you speak to your company Health and Safety Officer and or Representative or obtain the advice of a registered and or qualified Health and Safety professional.

