



Terms and Conditions of sale

1. Definitions

In these Conditions:

- **“Company”** means SIXTY82-UK Limited, registered in England and Wales.
- **“Customer”** means the person, firm or company purchasing Goods from the Company.
- **“Goods”** means the products supplied by the Company to the Customer.
- **“Manufacturer”** means the original producer of the Goods supplied by the Company.
- **“Conditions”** means these Terms & Conditions of Sale.

2. Basis of Contract

- 2.1. These Conditions apply to all contracts for the sale of Goods by the Company to the Customer to the exclusion of any other terms which the Customer seeks to impose or incorporate.
- 2.2. No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Company.
- 2.3. The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing.

3. Orders and Specifications

- 3.1. The Customer is responsible for ensuring the accuracy of any order, including any applicable specifications submitted by the Customer.
- 3.2. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgment of order.
- 3.3. The Company reserves the right to make changes to the Goods which are required to conform to any applicable statutory or safety requirements, or which do not materially affect their quality or performance.
- 3.4. Orders for custom or bespoke Goods are non-cancellable once production has commenced.

4. Prices

- 4.1. The price of the Goods shall be the price quoted by the Company or, if no price has been quoted, the price listed in the Company's published price list current at the date of acceptance of the order.
- 4.2. All prices are exclusive of VAT and any other applicable taxes, which the Customer shall be additionally liable to pay to the Company.
- 4.3. Unless otherwise agreed in writing, prices exclude packaging, carriage and insurance, which shall be charged in addition.

5. Payment

- 5.1. Payment terms shall be as specified in the Company's quotation or invoice.
- 5.2. The Company may, at its discretion, require full or part payment in advance.

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- 5.3. If the Customer fails to make any payment by the due date, the Company may suspend or cancel further deliveries and charge interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.4. The Customer shall pay all amounts due in full without any deduction, withholding or set-off.

6. Delivery

- 6.1. Delivery of the Goods shall take place at the location specified in the order or as otherwise agreed in writing.
- 6.2. Any delivery dates given by the Company are estimates only. Time for delivery shall not be of the essence.
- 6.3. If the Company fails to deliver the Goods within a reasonable time, the Customer may cancel the order by giving written notice if delivery has not occurred within 30 days of the estimated delivery date.
- 6.4. If the Customer fails to take delivery of the Goods, the Company may store the Goods until actual delivery and charge the Customer for the reasonable costs of storage and insurance.

7. Risk and Title

- 7.1. Risk in the Goods shall pass to the Customer on delivery.
- 7.2. Title to the Goods shall not pass to the Customer until the Company has received payment in full for the Goods and any other sums due from the Customer.
- 7.3. Until title passes, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods properly stored, protected and insured.
- 7.4. If the Customer fails to pay any amount when due, the Company may require the Customer to return the Goods, or the Company has the right to enter the premises of the Customer or any third party where the Goods are stored, in order to recover them.

8. Warranty and Claims

- 8.1. The Company warrants that the Goods will correspond with their description and be free from material defects in design, material and workmanship under normal use.
- 8.2. The Customer must notify the Company in writing of any claim based on a defect or non-conformity within **7 days** of delivery. If no such notice is given, the goods shall be deemed to be accepted in accordance with the contract.
- 8.3. The Company shall be given a reasonable opportunity to examine any allegedly defective Goods.
- 8.4. If the Company agrees that the Goods are defective, it may, at its discretion, repair or replace the Goods or refund the price paid.
- 8.5. This warranty does not apply to defects arising from:
 - 8.5.1. fair wear and tear; or
 - 8.5.2. wilful damage, abnormal storage or working conditions, misuse, or negligence by the Customer or a third party; or
 - 8.5.3. failure to operate or maintain the Goods in accordance with instructions; or
 - 8.5.4. any alteration or repair carried out without the Company's written approval.

9. Use and Suitability

- 9.1. The Customer is responsible for determining that the Goods are suitable for their intended use.
- 9.2. The Company does not accept responsibility for the incorrect use or installation of the Goods.

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9.3. The Customer must ensure that the Goods are installed, inspected, maintained and operated only by qualified personnel in accordance with industry best practice and any Manufacturer guidance.

10. Custom Orders

- 10.1. Custom or bespoke Goods are non-returnable and non-refundable once manufacturing has commenced, unless otherwise agreed in writing.
- 10.2. The Customer shall approve all specifications and designs in writing before production starts.
- 10.3. Lead times for custom Goods are indicative and may be subject to change by the Manufacturer.

11. Limitation of Liability

- 11.1. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded by law.
- 11.2. Subject to clause 11.1, the Company shall not be liable for:
 - 11.2.1. any indirect or consequential loss; or
 - 11.2.2. loss of profit, business, contracts, or revenue.
- 11.3. The Company's total liability under the contract shall be limited to the price paid for the Goods.

12. Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations if such delay or failure is due to circumstances beyond its reasonable control, including but not limited to strikes, lockouts, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of raw materials, or acts of God.

13. Termination

- 13.1. The Company may terminate the contract immediately by giving notice if:
 - 13.1.1. the Customer fails to pay any amount due by the due date; or
 - 13.1.2. the Customer becomes insolvent or unable to pay its debts; or
 - 13.1.3. the Customer commits any other material breach and fails to remedy it within 14 days of notice.
- 13.2. Termination shall not affect any accrued rights or liabilities of either party.

14. Governing Law and Jurisdiction

These Conditions and any contract made under them shall be governed by and construed in accordance with the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.