

Standard Terms and Conditions for Commercial Sales

1. DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Buyer" means the person who buys Goods from the Seller;

1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 "Goods" means the articles that the Buyer agrees to buy from the Seller;

1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;

1.5 "Seller" means Marine Growth Prevention Specialists Ltd

1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Seller.

2.5 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.



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3. PRICE AND PAYMENT

3.1 The price of the Goods shall be that stipulated in the Seller's current List Price/on the Seller's website/as contained in the Seller's Quotation (as applicable) at the date of order or as agreed between the parties. The price is exclusive of VAT and exclusive of any delivery charges.

3.2 Payment of the total purchase price (including VAT and any delivery charges) must be made in full before dispatch of the Goods unless the Seller agrees in writing otherwise.

4. DELIVERY

4.1 Delivery of the Goods shall be made by the Seller notifying the Buyer that the Goods are available for collection at the Seller's premises or for delivery to such place and on such terms as agreed between the Seller and the Buyer at the time the order is placed.

4.2 All Goods, wherever possible, will be dispatched within 4 days of the order / payment being placed and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

4.3 The Seller shall use its reasonable endeavours to meet any date stated for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

4.4 Some Goods may not be in stock at the time the order is placed. In the event that the Seller is unable to dispatch the Goods within the time specified in Clause 4.2, the Seller will contact the Buyer to advise of the situation and the Buyer shall be entitled to cancel the order and receive a full refund or agree a later delivery date.

4.5 Title and risk in the Goods shall pass to the Buyer upon dispatch of the Goods.



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5. WARRANTY

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.

6. CANCELLATION AND RETURNS

6.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 7 days of delivery if the Goods are damaged or do not comply with any of the Contract.

6.2 Where a claim of defect or damage is made, the Seller will organise the retrieval of the Goods from the Buyer. The Buyer shall be entitled to replacement Goods or a full refund (including delivery costs, if applicable). The Seller will dispatch replacement Goods at the Seller's expense as soon as is practicably possible.

6.3 Goods to be returned must clearly show the order number obtained from the Seller on the package.

6.4 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

7. GUARANTEES

In addition to the Buyer's statutory rights, the Seller guarantees all Goods against faulty workmanship and materials for a period of 2 years from the date of delivery.



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8. LIMITATION OF LIABILITY

8.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury, however the Seller shall not be liable for any direct loss or damage suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods.

8.2 The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

9. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

10. SEVER

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

11. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with Scots Law and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.

