

REO UK Terms and Conditions

1 interpretation

1.1 In these conditions:

1.2 "THE SUPPLIER" means REO (UK) Ltd (a company registered in England and Wales under number 02415988) whose registered office is at Units 2-4 Callow Hill Road, Craven Arms Business Park, Craven Arms, Shropshire SY7 8NT.

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes the relevant Proposal for the Goods or Services to be supplied and / or any special terms and conditions agreed in writing between the Customer and the supplier.

"CONTRACT" means the contract for the purchase and sale of the goods and / or services.

"CUSTOMER" means the person who accepts a quotation of the supplier for their services or for the sale of the goods or whose order for the goods is accepted by the supplier.

"GOODS" means the goods which the supplier is to supply in accordance with these conditions and / or the proposal.

"PROPOSAL" means any proposal supplied by the supplier in their then standard form which has been accepted by the customer for the supply of goods and / or services.

"SERVICES" means the services agreed to be provided by the supplier to the customer as set out in any proposal or as otherwise agreed between them and includes any advice provided from time to time.

1.3 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in these conditions are for convenience only and shall not affect their interpretation.

2 Basis of the sale

2.1 The Supplier shall sell and the Customer shall purchase the Goods and / or the Services in accordance with the Proposal which is accepted by the Customer, or written order of the Customer which is accepted by the Supplier, subject in either case to these Conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation accepted or purported to be accepted, or any such order is made or purported to be made by the customer.

2.2 No variation to these conditions shall be binding unless agreed in writing between the authorized representatives of the customer and the supplier.

2.3 The supplier's employees or agents are not authorized to make any representations concerning the goods or services unless confirmed by the supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the supplier or its employees or agents to the customer or its employees or agents as to the storage, application or use of the goods or other advice which is not confirmed in writing by the supplier is followed or acted upon entirely at the customer's own risk, and accordingly, the supplier shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any recommendation relating to the use of the Goods made by the Supplier whether in technical literature or in response to a specific inquiry or otherwise is given in good faith but it is for the Customer to satisfy itself of the suitability of the Goods for its own particular purpose. The customer shall be deemed to have carried out its own examination investigation and tests to ensure the suitability of the goods for their intended purposes and applications

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the supplier shall be subject to correction without any liability on the part of the supplier.

2.7 Any Goods or Services ordered via distance selling, may be substituted by the Seller at its discretion and only after consulting with the Customer, for similar Goods or Services should the precise Goods and/or Services ordered not be available.

3 Orders and specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing (including email) by the Supplier's authorized representative. The Supplier's quotation shall be deemed to constitute an invitation to treat and the order from the Customer an offer which only becomes binding if fully and unconditionally accepted by the Supplier.

3.2 Although the Supplier will use its reasonable endeavours to diagnose faults and provide appropriate solutions to faulty Goods, the Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Supplier any necessary information within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Services and the Goods shall be either those set out in the Proposal or published in the Supplier's then relevant sales literature, including their website.

3.4 The Supplier reserves the right to make any changes in the specification of the Services or the Goods which are required to conform with any applicable legal requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the

cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

3.6 The Supplier will use its reasonable endeavours to ensure the availability of its website to the Customer.

3.7 If the Customer and Supplier agree supply of Goods and/or Services to be supplied in instalments over a period for an agreed price, then the Customer shall be bound to take all of those Goods and/or Services within the agreed period and for the agreed prices. If the Customer fails to order any individual instalment then the Customer shall pay the Supplier on demand by way of liquidated damages such sum as the Supplier has calculated as its genuine pre-estimate of losses in such circumstances. The Customer agrees this is commercially justifiable.

4 Price of the Services and Goods

4.1 The price of the Services and Goods shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's published price list current at the date of acceptance of the order. All prices quoted are valid for 60 days only or until earlier acceptance by the Customer, after which time they may be altered by the Supplier without giving notice to the Customer.

4.2 The Supplier reserves the right, by giving notice to the Customer at any time before provision and/or delivery, to increase the price of the Services or Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, a significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services or Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

4.3 The price is exclusive of any applicable value-added tax, which the Customer shall be additionally liable to pay to the Supplier.

4.4 Pricing of Goods and Services outside of published pricing will remain confidential between the Supplier and the Customer and shall not be divulged to any third party

5 Terms of Payment

5.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall be entitled to invoice the Customer for the price of the Goods on or at any time after provision of the Services and/or delivery of the Goods.

5.2 Where credit is granted by the Supplier, the Customer shall pay the price of the Services and/or Goods within 30 days of the date of the Supplier's invoice, and the Supplier shall be entitled to recover the price, notwithstanding that provision/delivery may not have taken

place and/or the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

5.3.1 cancel the contract or suspend any further provision of Services and/or deliveries of Goods to the Customer; and/or

5.3.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer) ;and/or

5.3.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate allowed by the Late Payment of Commercial Debts (Interest) Act 1998 until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 If the Customer disputes one element of any invoice for the supply of Goods or Services, the undisputed part shall remain fully due and payable.

6 Delivery

6.1 Delivery of Goods shall take place at the delivery address specified in the Customer's order (once cleared funds have been received unless credit is granted) or:

6.1.1 where the Supplier undertakes delivery when the Goods are loaded off the Supplier's medium of transport at the station port or address specified by the Customer. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery

6.1.2 where the Customer undertakes to collect the goods when they are loaded onto the Customer's vehicle or other transport at the address of the Supplier

6.2 The Supplier shall not be liable for, and the Customer shall fully indemnify the Supplier against any and all costs, charges and expenses incurred due to delay in delivery of the Goods where such delay is a result of the Customer's failure to provide as and when required all instructions licences guarantees deposits and all such information and other assistance as may be reasonably required by the Supplier

6.3 The Customer shall be deemed to have accepted the Goods three working days after delivery to the Customer

6.4 After acceptance the Customer shall not be entitled to reject the Goods which are not in accordance with the contract

6.5 Where the Services or Goods are to be provided or delivered in instalments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.6 If the Customer fails to provide access to premises necessary to provide the Services or deliver the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Supplier's fault) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

6.6.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; and/or

6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract and/or

6.6.3 charge the Customer for reasonable costs incurred by the Supplier.

6.7 Any dates times or periods for delivery of Goods quoted by the Supplier are estimates only and the Supplier shall not be liable for failure to meet such estimates or for any costs charges or expenses incurred as a consequence of such failure and accordingly the Customer shall not be entitled to refuse to accept the Goods or to determine the contract merely because of such failure

7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Supplier to the Customer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee.. The Customer shall store the Goods (at no cost to the Supplier) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Supplier's property.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and, if the Customer

fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all moneys owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

7.6 Notwithstanding that the Goods (or any of them) remain the property of the Supplier the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sale or dealings. Until property in the Goods passes from the Supplier the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn account and shall be at all times identified as the Supplier's money

7.7 Where the Customer undertakes to collect the Goods the Supplier shall not in any circumstances be liable for any damage from whatever cause which arise while the Goods are in transit

7.8 Where the Supplier undertakes carriage the Customer shall advise the Supplier in writing of any non-delivery of the whole or any part of any Order within three working days of the date of the Supplier's invoice thereof. The Customer shall inspect the Goods forthwith on delivery and shall have no claim in respect of any shortage or defect apparent on inspection of the Goods unless the Customer notifies the Supplier in writing giving details of such shortage or defect within three working days of delivery. All claims not made in writing and received by the Supplier within the time period specified shall be deemed waived. Goods delivered in a damaged condition must be signed for as such and retained for the Supplier's inspection. Such inspection will be carried out by the Supplier within fourteen days of receipt by the Supplier or its agents of the delivery note duly signed.

7.9 The Customer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Supplier until the date that the property in the Goods passes from the Supplier and shall whenever requested by the Supplier produce a copy of the policy of insurance. Without prejudice to the other rights of the Supplier if the Customer fails to do so all sums whatever owing by the Customer to the Supplier shall forthwith become due and payable

8 Health and safety

8.1 The Supplier gives notice to the Customer that the Supplier has available information and product literature concerning the conditions necessary to ensure that the Goods will be safe and without risk to health when properly used

8.2 If the Customer is not already in possession of such literature or requires any information or advice in connection with the safe use of the Goods the Customer should contact the Supplier immediately

8.3 The Goods must be installed by a competent and appropriately qualified person and according to all applicable standards prevalent in the EC at time of contract and all reasonable instructions and advice given to the Customer by the Supplier whether in written or verbal form. The Customer will fully indemnify and hold harmless the Supplier against any claims, losses, expenses or damages suffered or claimed by any party as a result of any failure to comply with this clause 8.3.

9 Warranties and liability

9.1 Subject to the conditions set out below the Supplier warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery, and that the Services shall be carried out with reasonable skill and care.

9.2 The above warranty is given by the Supplier subject to the following conditions:

9.2.1 The Supplier shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

9.2.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Supplier's approval;

9.2.3 The Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

9.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.

9.3 If the Supplier fails to deliver Goods for any reason other than any cause beyond the Supplier's reasonable control or the Customer's fault, and the Supplier is accordingly liable to the Customer, the Supplier's liability shall be limited to the excess (if any) of the costs to the Customer (in the cheapest available market) of similar services or goods to replace those not provided or delivered.

9.4 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.5 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1076) the statutory rights of the Customer are not affected by these Conditions.

9.6 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Supplier within 3 days from the date of delivery or the Services having been carried out or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.7 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Supplier in accordance with these Conditions, the Supplier shall be entitled to replace the Goods (or the part in question) free of charge or, at the Supplier's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) and/or remedy defective work carried out as part of the Services, but the Supplier shall have no further liability to the Customer.

9.8 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Services or the use or resale by the Customer, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the price of the Goods and/or Services, except as expressly provided in these Conditions.

9.9 The Supplier shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:

9.9.1 Act of God, explosion, flood, tempest, fire or accident;

9.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.9.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.9.4 import or export regulations or embargoes;

9.9.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or a third party);

9.9.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.9.7 power failure or breakdown in machinery.

9.10 Subject to 9.11 the Supplier's liability for any breach of contract, tort or otherwise relating to the supply of Goods and / or Services shall in any event be limited to the sums actually received from the Customer in the twelve months prior to the formation of the contract to which any such liability relates.

9.11 Should any aspect of the Services in the reasonable opinion of the Supplier not be achieved the maximum liability shall be to refund payments made by the Customer within a reasonable period.

10 Insolvency of customer

10.2 This clause applies if:

10.2.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.2.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

10.2.3 the Customer ceases, or threatens to cease, to carry on business; or

10.2.4 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10.3 If this clause applies then, without prejudice to any other right or remedy available to the Supplier shall be entitled to cancel the Contract or suspend any further deliveries or provision of Services under the Contract without any liability to the Customer, and if the Goods have been delivered or Services provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 Intellectual Property

11.1 No right or licence is granted under this contract of sale to the Customer under any patent trademark copyright registered design or other intellectual property rights except the right to use the Goods and/or Services or to resell the Goods.

11.2 The use of the Supplier's trademarks requires the prior written approval of the Supplier.

11.3 For both Goods and Services, the Customer agrees that all intellectual property rights, including all copyrights, patents, trademarks, service marks and trade secrets, in and relating to the Goods and Services and any deliverables provided by the Supplier are solely the property of the Supplier or its licensors, and that any confidential or proprietary information relating to the Goods and Services or deliverables shall be deemed the Supplier's confidential information, which shall not be disclosed to any third party. Customer may not remove, alter or obscure any copyright or other proprietary rights notices marked on any part of the deliverables. Commencing at the time the Supplier receives full and final payment for the Services, the Supplier grants to Customer a non-exclusive, non-transferable, non-sub-licensable license to internally use the deliverables. If Customer participates in the creation or development of any deliverables, Customer expressly waives and hereby assigns to the Supplier, any and all right title and interest, including any and all intellectual property rights that Customer may acquire in, the deliverables, except for the licenses expressly granted hereunder and any pre-existing intellectual property belonging to Customer. The Customer may not reproduce, duplicate, copy, sell, trade, resell, modify, create derivative works, or exploit for any commercial purposes, any portion of the Goods and Services or the software used or provided by the Supplier, use of the Goods and Services, or access to the Services or computer code that powers the Goods and Services.

12 General

12.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

12.2 Any notice required to be served pursuant to this contract of sale shall be in writing and served by first class post or hand on the Supplier at REO (UK) Ltd, Units 2-4 Callow Hill Road, Craven Arms Business Park, Craven Arms, SY7 8NT or such other address as the Supplier may from time to time notify to the Customer and on the Customer at the Customer's registered office or principal place of business.

12.3 The Customer consents to the Supplier contacting them by email or by posting notices on the Supplier's website.

12.4 If the Customer has an online account with the Supplier, the Customer must ensure confidentiality of passwords is maintained to its own satisfaction. The Supplier will co-operate with any reasonable requests of the Customer in relation to changing the same.

12.5 For any difficulties with Goods ordered online, the Customer must communicate with the Supplier via email at main@reo.co.uk or by calling 01588 673411 or by writing to REO (UK) Ltd, Units 2-4 Callow Hill Road, Craven Arms Business Park, Craven Arms, SY7 8NT

12.6 No waiver or forbearance by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12.7 If the customer has contracted to buy Goods or Services in a manner which is covered by the Consumers Protection (Distance Selling) Regulations 2000, cancellation rights will be available to the Customer.

13 Law and Jurisdiction

The contract between the Supplier and the Customer based on these terms and conditions of sale as applicable to each Customer order shall be governed by and interpreted in accordance with English Law and the Customer submits to the exclusive jurisdiction of the Courts of England, but the Supplier may enforce the contract in any other court of competent jurisdiction at its absolute discretion.