

Terms and Conditions of Sale

1. Definitions and Interpretation

In these Terms, the following words have the meanings set out below: “**Company**”, “**we**”, “**us**” or “**our**” means the supplier of the Goods and/or Services; “**Customer**”, “**you**” or “**your**” means the person, firm or company purchasing the Goods and/or Services; “**Contract**” means the contract between the Company and the Customer incorporating these Terms; “**Goods**” means any storage equipment, materials, components, replacement parts, accessories, pallet racking, shelving, mezzanine floors, barriers, guards, decking, load notices or other items supplied by the Company; “**Services**” means any inspection, design, survey, installation, dismantling, relocation, repair, maintenance, project management, consultancy or related services supplied by the Company; “**Site**” means the premises or location where the Goods are to be delivered, installed, inspected or serviced; and “**Quotation**” means the Company’s written quotation, proposal, estimate or order acknowledgement.

References to legislation include any amendment, replacement or re-enactment of that legislation.

Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa.

2. Basis of Contract

These Terms apply to all quotations, orders, sales and supplies of Goods and Services by the Company to the Customer. The Customer’s order constitutes an offer to purchase the Goods and/or Services in accordance with these Terms. A Contract is formed only when the Company accepts the order in writing, issues an order acknowledgement, commences the Services, or delivers the Goods, whichever occurs first.

Any terms or conditions supplied by the Customer, whether attached to a purchase order or otherwise, are excluded unless expressly accepted in writing by an authorised representative of the Company.

3. Quotations, Specifications and Drawings

Unless stated otherwise, quotations are valid for 30 days from the date of issue and may be withdrawn or revised at any time before acceptance. All prices are based on the information available to the Company at the time of quotation, including assumed Site conditions, access, dimensions, floor loading, building structure, program requirements and product availability.

Any drawings, layouts, calculations, designs, illustrations, specifications, load data, quantities or technical information supplied by the Company are provided for the purpose of the Contract only and remain subject to Site verification, manufacturer requirements, engineering approval, building control requirements and any applicable law or standard.

4. Goods

The Company shall supply Goods that substantially correspond with the description set out in the accepted Quotation. The Company may substitute equivalent Goods where necessary due to availability, manufacturer changes, safety requirements or supply chain issues, provided the substituted Goods are of comparable quality and suitable for the stated purpose.

Unless expressly agreed in writing, used or reconditioned Goods are supplied as commercial equipment and may show signs of previous use, cosmetic wear, minor marks or variations in colour. Such matters shall not constitute defects where the Goods remain materially functional and safe for their intended commercial use.

5. Services

The Company shall perform the Services with reasonable care and skill and in accordance with the Contract. Services may include surveys, inspections, installation, dismantling, relocation, repairs, maintenance, project coordination, and the provision of reports or recommendations.

Inspection services are visual and non-invasive unless expressly stated otherwise. Inspection reports identify observable issues at the time of inspection only and do not guarantee future performance, structural adequacy, compliance of the wider premises, or the absence of hidden defects.

6. Customer Responsibilities

The Customer shall provide accurate information, drawings, measurements, operational requirements, load details, Site restrictions, and any other information reasonably required by the Company. The Customer is responsible for ensuring that the Site is suitable for the Goods and Services, including floor condition, floor load capacity, building structure, fire strategy, sprinkler systems, access routes, services, lighting, welfare facilities, and operational restrictions.

The Customer shall obtain and maintain all necessary permissions, landlord approvals, building control approvals, planning permissions, permits, licences and consents unless the Company has expressly agreed in writing to provide support with those matters. The Customer remains responsible for ensuring that the use of the Goods complies with all applicable laws and workplace safety obligations.

7. Site Access, Preparation and Delays

The Customer shall provide safe, clear and uninterrupted access to the Site at the agreed times, including suitable parking, unloading areas, lifting access, power, lighting, welfare facilities and a working area free from obstruction. The Customer shall ensure that other trades, vehicles, stock, machinery and personnel do not prevent or delay the Company's work.

If the Company is delayed, prevented from working, required to wait, required to revisit the Site, or required to undertake additional work due to Customer default, unsuitable Site conditions, missing information, lack of approvals, health and safety concerns, or matters outside the Company's control, the Company may charge additional costs and extend any agreed program.

8. Delivery

Delivery dates are estimates unless expressly agreed in writing as fixed dates. Time for delivery is not of the essence unless expressly stated. The Company shall not be liable for delay caused by manufacturer lead times, transport issues, shortage of materials, adverse weather, Site access issues, Customer default or events outside the Company's reasonable control.

Risk in the Goods passes to the Customer on delivery, unloading, collection or installation at the Site, whichever occurs first. The Customer must inspect Goods on delivery and notify the Company in writing of any visible damage, shortage or incorrect item within 48 hours.

9. Installation, Completion and Handover

Where installation is included, the Company shall install the Goods in accordance with the accepted Quotation, agreed drawings and applicable manufacturer instructions. Installation may be subject to Site tolerances, product tolerances and practical adjustments required on Site.

The Services shall be deemed complete when the Company has substantially completed the agreed scope, issued a completion note, made the Goods available for use, or left the Site following completion of the relevant work. Minor snagging items that do not materially prevent safe use shall not prevent completion or payment.

10. Prices and Payment

Prices are exclusive of VAT and any applicable taxes, duties, delivery charges, plant hire, lifting equipment, waste disposal, building control fees, out-of-hours working, storage charges or other third-party costs unless expressly stated otherwise in the Quotation.

Payment shall be made in accordance with the payment terms stated in the Quotation or invoice. If no payment terms are stated, payment is due within 30 days of invoice date. The Company may require payment in advance, staged payments, deposits, payment before delivery, or payment before commencement of installation.

If any payment is overdue, the Company may suspend deliveries, Services, warranties and further work, charge interest and compensation in accordance with applicable late payment legislation, recover reasonable debt collection costs, and require payment in full before recommencing work.

11. Retention of Title

Title to the Goods shall not pass to the Customer until the Company has received payment in full and cleared funds for all Goods and Services supplied under the Contract and any other contract between the Company and the Customer. Until title passes, the Customer shall hold the Goods as bailee for the Company, store them separately where reasonably practicable, keep them identifiable, maintain them in satisfactory condition and insure them for their full replacement value.

The Company may recover or resell Goods to which title has not passed if the Customer fails to pay on time, becomes insolvent, ceases trading, or commits a material breach of the Contract. The Customer grants the Company, its employees and agents an irrevocable licence to enter any premises where such Goods are stored for the purpose of inspection, recovery or removal.

12. Changes and Variations

No variation to the Contract is binding unless agreed in writing by the Company. The Company may charge for any additional Goods, Services, waiting time, redesign, return visits, increased labour, materials, equipment, transport or administration required as a result of a Customer request, Site condition, missing information, change in scope, change in law, manufacturer change, or other matter not allowed for in the Quotation.

13. Warranties and Defects

The Company warrants that Goods supplied will substantially comply with the Contract and that Services will be performed with reasonable care and skill. Manufacturer warranties, where available, shall apply subject to their own terms. The Customer must notify the Company in writing of any alleged defect as soon as reasonably practicable and must give the Company a reasonable opportunity to inspect and remedy the issue.

The Company shall not be responsible for defects, damage, failure or non-compliance caused by misuse, overloading, impact damage, alteration by others, unauthorised repairs, unsuitable Site conditions, inadequate maintenance, failure to follow load notices or operating instructions, use outside the agreed specification, wear and tear, corrosion, environmental conditions, or information supplied by the Customer that is inaccurate or incomplete.

14. Health and Safety

The Customer shall comply with all applicable health and safety duties at the Site and shall provide the Company with relevant risk assessments, method statements, asbestos registers, traffic management rules, induction requirements, emergency procedures and information about hazards. The Company may refuse to commence or continue work where it reasonably considers that conditions are unsafe.

The Customer shall not use storage equipment until it has been installed, handed over, inspected where applicable, and fitted with any required load notices. The Customer is responsible for ongoing safe use, employee training, safe systems of work, routine visual checks, reporting of damage, and arranging competent inspections at suitable intervals.

15. Cancellation, Postponement and Returns

The Customer may not cancel or postpone an order without the Company's written agreement. The Company may charge for Goods ordered, bespoke or manufactured items, design time, administration, transport, storage, labour allocation, subcontractor charges, restocking fees and any other costs incurred as a result of cancellation or postponement.

Goods may only be returned with the Company's prior written approval. Bespoke, cut, fabricated, altered, used, installed, special order or non-stock Goods are non-returnable unless defective and the defect is the Company's responsibility.

16. Liability

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be limited or excluded.

Subject to the preceding paragraph, the Company shall not be liable for loss of profit, loss of business, loss of production, loss of contracts, loss of goodwill, loss of anticipated savings, business interruption, or any indirect or consequential loss. The Company's total liability arising out of or in connection with the Contract shall not exceed the price paid or payable under the Contract, unless otherwise agreed in writing.

17. Force Majeure

The Company shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including shortages of materials, manufacturer delays, transport disruption, fire, flood, extreme weather, industrial action, utility failure, cyber incident, epidemic, pandemic, civil disturbance, war, terrorism, changes in law, or acts or omissions of third parties.

18. Intellectual Property and Confidentiality

All intellectual property rights in drawings, designs, layouts, specifications, calculations, reports, photographs, documents and technical information created or supplied by the Company remain the property of the Company or its licensors. The Customer may use such materials only for the purposes of the Contract and shall not copy, disclose, reproduce or use them to obtain competing quotations or manufacture similar items without the Company's written consent.

19. Data Protection

Each party shall comply with applicable data protection laws. The Company may process business contact details and Site information for the purposes of providing quotations, administering orders, delivering Goods, performing Services, managing accounts, maintaining records, and meeting legal or regulatory obligations.

20. Termination

The Company may terminate the Contract or suspend performance immediately by written notice if the Customer fails to pay any sum when due, commits a material breach, becomes insolvent, ceases or threatens to cease trading, fails to provide safe Site access, or acts in a way that reasonably prevents the Company from performing the Contract.

Termination shall not affect accrued rights, payment obligations, retention of title, confidentiality, liability limitations, or any provisions intended to survive termination.



21. General

The Customer may not assign, transfer or subcontract its rights or obligations under the Contract without the Company's written consent. The Company may assign or subcontract where reasonably necessary to perform the Contract. If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in force.

No waiver by the Company shall be effective unless in writing. A person who is not a party to the Contract shall have no rights to enforce it under the Contracts (Rights of Third Parties) Act 1999.

22. Governing Law and Jurisdiction

The Contract and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, unless the Company elects to bring proceedings in another competent jurisdiction for the recovery of unpaid sums or enforcement of its rights.