

Conditions of Sale

These are the Conditions on which Rapid Racking Limited (the "Company") is prepared to sell goods to the Buyer (as defined below). These Conditions apply to trade customers and consumers. If the Buyer contracts with the Company as a consumer they do not affect the Buyer's statutory rights.

- 1. INTERPRETATION**
 - In these Conditions:
 - "Buyer" means the person, firm or company who purchases the Goods from the Company;
 - "Catalogue" means the catalogue produced by the Company in relation to the Goods as at the date of the Contract;
 - "Conditions" means the standard terms and conditions of sale set out in this document as the same may be varied in accordance therewith and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company;
 - "Contract" means any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions; means the place where delivery of the Goods is to take place under conditions 7 and 7.1;
 - "Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any parts of them).
 - A reference to these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time and includes any subordinate legislation for the time being in force made under it.
 - The headings in these Conditions are for convenience only and shall not affect their interpretation.
 - A reference to one gender includes a reference to the other gender and words in the singular include the plural and vice versa.
- 2. BASIS OF SALE**
 - The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No alteration or substitution of these Conditions and no representations about the Goods shall be valid unless agreed in writing and signed by the Company.
 - Each order or acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions. A contract is formed between the parties only when the Company agrees in writing that the Buyer's order or acceptance of quotation has been accepted or, if earlier, the Company delivers the Goods to the Buyer.
 - Orders will not be accepted until the Company receives authorisation of the Buyer's credit card payment or the Buyer's cheque has been cleared or (for trade customers only) the Company has agreed credit account terms with the Buyer (see condition 6).
 - The Company reserves the right not to accept orders from the Buyer if the Buyer's address is outside the United Kingdom.
 - The Company reserves the right to change an administration fee if the Buyer cancels or varies its order once it has been accepted and the Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
 - The Company's employees and/or agents are not authorised to make any representations concerning the Company's Goods. In entering into the contract the Buyer acknowledges that it does not rely on any representations made or given by or on behalf of the Company other than those in these Conditions.
 - Any typographical, clerical or other error or omission in any of the Company's catalogues, advertisements, website, quotations, price lists, sales letters, offers, invoices or other document or information issued by the Company ("Sales Literature") may be corrected without any liability on the Company's part.
 - Phone calls to or from the Company may be monitored for training purposes.
- 3. AVAILABILITY**
 - The Company reserves the right to withdraw the Company's acceptance of the Buyer's order if any Goods are not readily available to the Company and to refund in full any payment the Buyer has made for fulfilment.
 - Other Goods ordered by the Buyer will be dispatched in the normal way.
- 4. DESCRIPTION**
 - The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
 - All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 5. PRICE OF THE GOODS AND PAYMENT**
 - Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's Catalogue or on its website.
 - Unless specifically stated by the Company in its Catalogue or on its website or otherwise agreed in writing, the price of the Goods is exclusive of value added tax or similar tax (if applicable), packing, loading, unloading, postage, carriage and insurance costs, all of which amounts the Buyer shall pay when it is due to pay for the Goods and which shall be as set out in the Company's order form or notified to the Buyer at the time of the Buyer's order. Carriage costs will normally be charged at 11% of the value of the Goods ordered but subject to a minimum charge of £1 for all orders.
 - The Buyer must request a separate quotation for deliveries outside of the mainland United Kingdom and the north of Scotland.
 - All payments must be in pounds sterling except where previously agreed in writing with the Seller.
 - Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.
 - All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
 - The Buyer shall make all payments due under the Contract in full without any deduction whether by way of self, counterclaim, discount, abatement or otherwise, unless the Buyer has a valid court order restraining an amount equal to such deduction.
 - If the Buyer fails to pay the Goods in full pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the date of payment at the annual rate of 3 per cent above the base lending rate from time to time of Barclays Bank accruing on a daily basis until payment is made, whether before or after any judgment.
- 6. CREDIT ACCOUNTS**
 - Credit accounts are granted to trade customers only and are subject to the approval of trade and bank references. Buyers who are trade customers should contact the Company at the address set out at the end of these Conditions to apply for a credit account.
 - Where the Company has granted a credit account to a Buyer to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Buyer shall be entitled to:
 - 1.1 cancel the contract or request any further deliveries to the Buyer at the Company's complete discretion;
 - 1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract entered into by the Company) as the Company thinks fit (notwithstanding any purported appropriation by the Buyer);
 - 1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent per annum, above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
 - 1.4 charge the Buyer debt collection and/or legal expenses for recovery thereof under a full indemnity basis; and
 - 1.5 charge the Buyer £1000 for each unpaid cheque submitted by the Buyer to the Company in addition to and without prejudice to any other claim.
- 7. DELIVERY**
 - The Goods will be delivered to the address provided by the Buyer to the Company and will normally be dispatched within 5 working days of the Buyer's order being accepted unless the Company states otherwise.
 - Time for delivery shall not be of the essence.

Terms and conditions are subject to change. Please check online at www.rapidracking.com for current terms & conditions.

- If the Company fails to dispatch the Goods within 30 days of accepting the Buyer's order (or such other period the Company has notified to the Buyer), the Company shall refund in full the Buyer's payment (or cancel the equivalent liability on the Buyer's part) in respect of such Goods. Goods may also be made available for collection at the Company's premises if the Company agrees this with the Buyer.
 - If the Buyer fails to take delivery of the Goods or the Company is unable to deliver the Goods on time because the Buyer has failed to provide adequate delivery instructions, documents, licences or authorisations at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Buyer's fault) then, without prejudice to any other right or remedy available to the Company:
 - 1.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - 1.2 the Goods shall be deemed to have been delivered; and
 - 1.3 the Buyer shall be liable to pay the cost of the Goods and to pay the reasonable costs including, without limitation, insurance or storage; or
 - 1.4 the Buyer shall be liable to pay the cost of the Goods and to pay the reasonable costs (including storage and selling expenses) accrued to the Buyer for the escape of the Goods (including any loss or damage caused by the Buyer's negligence) or to pay the price under the contract.
 - The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for taking delivery of the Goods.
 - Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and shall be invoiced and paid for in accordance with the provisions of the Contract. Failure by the Company to deliver any instalment in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat any other contract or instalment as repudiated or cancelled as a whole.
 - The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
 - Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time of issuing a credit note at the pro rata Contract price against any invoice raised for such Goods.
 - Subject to the other provisions of these Conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
 - 8. RISK AND OWNERSHIP**
 - Risk of damage to, or loss of, the Goods shall pass to the Buyer at the time the Goods leave the Company's premises if the Goods are collected from such premises; or if the Company arranges the delivery of the Goods, at the time the Goods are delivered to the Buyer.
 - Where the Company has provided credit terms then ownership of the Goods shall not pass to the Buyer (but the Buyer shall still apply) until the Company has received full payment in cash or cleared funds payment in full of the price of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.
 - Until such time as ownership in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee; and shall:
 - 8.1 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 8.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 8.3 maintain the Goods in satisfactory condition and keep them insured on the Buyer's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
 - Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of the Buyer's business at full market value; the Buyer shall:
 - 8.4.1 account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds; and
 - 8.4.2 keep all such proceeds separate from any moneys or property of the Buyer's own and third parties and, in the case of tangible proceeds, properly stored, protected and insured; such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such sale;
 - Until such time as ownership of the Goods passes to the Buyer (provided such Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so, enter upon any premises of the Buyer's or any third party where goods are stored and repossess said Goods (without being liable for any damage caused by so doing).
 - The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
 - The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them.
 - The Buyer may not pledge or in any way charge by way of security for any indebtedness the Goods which remain the Company's property, but, if the Buyer does so, all moneys owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) become due and payable immediately.
 - The Buyer shall assign to the Company any right of action against a third party in respect of losses due for any Goods if the Company asks the Buyer to.
- 9. CONSUMER SALES**
 - In the event the Buyer is entering into this contract outside a business the provisions of this condition shall apply and prevail over any other terms and conditions but:
 - 9.1.1 the Buyer's statutory rights including but not limited to those contained within the Sale of Goods Act 1979 (as amended) and the Sale and Supply of Goods and Services Act 1994, shall not be affected by the restrictions and limitations set out in these Conditions; and
 - 9.1.2 the restrictions and limitations contained in condition 11.4 shall not apply.
- In the event that the Buyer is entering into this contract outside a business the Buyer shall for a period of 7 days following delivery of the Goods, have the right to cancel the contract by sending written notice of cancellation to the Company either at the e-mail, fax or postal address set out at the end of these Conditions or by telephone to the telephone number set out on the website (and the Company reserves the right to record all such calls).
- In the event the Buyer cancels the contract under condition 9.2 above:
 - 9.3.1 the Buyer shall be responsible for paying all reasonable costs and expenses incurred in respect of the Goods returned to the Company;
 - 9.3.2 the Company shall reimburse any sum paid by the Buyer within 30 days of the notice of cancellation being given.
- 10. WARRANTIES AND LIABILITIES**
 - The Company warrants that, at the time of delivery, the Goods will subject as hereinafter provided, be free from defects in materials and workmanship and be of satisfactory quality (within the meaning of the Sale and Supply of Goods Act 1994). There may, however, be minor variations between the Goods as shown or described in the Company's sales literature and those dispatched to the Buyer (but the goods dispatched will always be of a comparable or superior quality).
 - The Goods (unless the Company notifies the Buyer otherwise) have been manufactured by a quality assured source and subjected to quality system requirements in accordance with the conditions of the Company's stockist registration to ISO 9001:2008.
 - Any claim by the Buyer that the Goods fail to correspond with the description in the Company's sales literature or that they are defective or not of satisfactory quality, must be notified to the Company in writing within 7 days from the date of delivery or, where this was not apparent on reasonable inspection, within 7 days after discovery or 30 days after despatch by the Company, whichever is the earlier. If the Buyer does not notify the Company accordingly the Company shall have no liability for such failure or defect.
 - The Company shall not be liable for a breach of any of the warranties in condition 10.1 if:
 - 10.1.1 the Buyer makes any further use of such Goods after giving such notice; or
 - 10.1.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - 10.1.3 the Buyer alters or repairs such Goods without the written consent of the Company.

- If the Buyer makes a valid claim under condition 10.3, the Company shall replace the Goods in question free of charge or, at the Buyer's sole discretion, refund in full the payment made in respect of such Goods, but the Company shall have no further liability for such failure or defect. Such replacement or refund is conditional upon the Goods in question having been returned to the Company.
- 11. DISCLAIMERS**
 - 11.1 The Company shall under no liability in respect of any defect arising from fire and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval.
 - 11.2 Where the Company has provided credit the Company shall be under no liability under any warranty, conditions or guarantee (if any) if the total price for the Goods has not been paid by the due date for payment.
 - 11.3 The Company shall not be liable in respect of any defect in the Goods arising from any wear, design or specification supplied by the Buyer.
 - 11.4 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or guarantee in respect of the Goods or data at common law or under these Conditions, for any special, indirect or consequential damage.
 - 11.5 Subject as expressly provided in these Conditions, and except where the Goods are sold to the Buyer constituting 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.
 - 11.6 In no circumstances shall the Company's liability to the Buyer exceed the invoice value of the Goods.
 - 11.7 The Company shall not be liable for a situation of force majeure where any failure in the performance of any of the Company's obligations is caused by factors outside the Company's control and the Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company, such events of force majeure include, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lockdowns, strikes or other labour disputes (whether or not relating to other party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
 - 11.8 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or under section 2(3) of the Consumer Protection Act 1987; for any matter which it would be illegal for the Company to be excluded or attempt to exclude its liability, or for fraud or fraudulent misrepresentation.
 - 11.9 Each right or remedy of the Company under the Contract without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 12. INSOLVENCY**
 - 12.1 This condition applies if having been provided by credit facilities by the Company:
 - 12.1.1 the Buyer makes any voluntary arrangement with the Buyer's creditors or become subject to an administration order or (being an individual or firm) become bankrupt (or (being a company) go into liquidation (or otherwise) for the purposes of amalgamation or reconstruction);
 - 12.1.2 an enforcement action takes possession, or a receiver is appointed, over any of the property or assets of the Buyer; or
 - 12.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
 - 12.1.4 the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 12.1.5 the Buyer fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer; or
 - 12.1.6 the Buyer encumbers or in any way charges any of the Goods; or
 - 12.1.7 the Company requests the appointment of a receiver over the Goods and about to occur in relation to the Buyer and notify the Buyer accordingly.
 - 12.2 If this condition 12 applies then, without prejudice to any other right or remedy available to the Company, the Company reserves the right to suspend or stop the delivery of further deliveries under the contract without any liability to the Company, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any purported agreement or arrangement to the contrary.
- 13. INSTALLATION**
 - 13.1 Where the Company is contracting with the Buyer to install the Goods the terms and conditions headed "Installation of Goods by Rapid Racking" which may be supplied to the Buyer when the Company quotes for such work, will apply together with these Conditions.
- 14. ONWARD SALE INDEMNITY**
 - 14.1 The Buyer agrees not to offer the Goods for resale either within or outside the United Kingdom unless approved in writing by the Company.
 - 14.2 The Buyer shall indemnify the Company in full for all losses, damages, costs and expenses which the Company may suffer or incur if the Buyer breaches this aim.
- 15. NO ASSIGNMENT**
 - 15.1 The Contract is personal to the Buyer and the Buyer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
 - 15.2 The Company may assign the Contract or any part of it to any person, firm or company.
- 16. VARIATION**
 - 16.1 The Company reserves the right to vary these Conditions at any time but the terms and conditions which apply to the Contract between the parties shall be those in force at the time the Company accepts the Buyer's order.
- 17. THIRD PARTY RIGHTS**
 - 17.1 In respect to any contract entered into between the Company and the Buyer, no other party shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any one of the terms of the Contract.
- 18. COMMUNICATIONS**
 - 18.1 Any communication between the parties shall be by e-mail, fax or first class post to the Company's current e-mail, fax or postal address and to the Buyer's e-mail, fax or postal address which the Buyer has notified to the Company.
 - 18.2 If any communications between the parties are sent by post (if sent by pre-paid first class post, two business days after posting (exclusive of the day of posting)) or delivered by hand, on the day of delivery, or (c) if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 19. DATA PROTECTION**
 - 19.1 The Company is compliant with the Data Protection Act 1998.
 - 19.2 The Goods may collect information including your name, postal address, e-mail address, telephone number, credit card number and expiry date, Products and/or Services obtained, quantity of products purchased and such other relevant information which it deems necessary to process your order and/or provide maintenance and support services.
 - 19.3 The Company may from time to time provide you with related information from those parties which it thinks may be of interest to you.
- 20. WAIVER**
 - 20.1 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
 - 20.2 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and shall in no way affect the other terms of the Contract.
- 21. ENFORCEABILITY**
 - 21.1 If any provision of these Conditions is held by any court, tribunal or administrative body of any competent jurisdiction to be illegal, invalid, void, voidable, unreasonable or unenforceable in whole or in part, it shall be to the extent of such illegality, invalidity, voidness, voidability, unreasonableness or unenforceability deemed severable and the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
 - 21.2 If any provision of these Conditions is held by any court, tribunal or administrative body of any competent jurisdiction to be illegal, invalid, void, voidable, unreasonable or unenforceable in whole or in part, it shall be to the extent of such illegality, invalidity, voidness, voidability, unreasonableness or unenforceability deemed severable and the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
 - 21.3 The contract formed by the Company's acceptance of the Buyer's order shall be governed by the laws of England.
 - 21.4 The Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

RapidRacking.com

For all your storage needs

Company Details

Company Name

Address

Town/City

Postcode

Telephone

Fax

Email

Order Contact

Order Form

Catalogue code: **CSS12**

Delivery Address (if different)

Company Name

Address

Town/City

Postcode

Telephone

Fax

Delivery Restrictions

Opening Hours

Payment method - please tick:

Credit or debit card - We accept all major credit cards, including the government procurement card.

Mastercard American Express Maestro Maestros Visa Diners Club Delta

Cheque made payable to Rapid Racking Ltd.

Card number

Name of cardholder

Expiry date Switch issue number

Purchase Order No.

Security number

Order Code	Colour Code	Product Description	H x W x D mm	Quantity	Unit Price	TOTAL

You can fax your order 24 hours a day using this order form. We will confirm all your details and advise delivery dates. All prices in the catalogue are exclusive of VAT. Carriage will normally be charged at 11% of order price with a £11 minimum (unless stated). For deliveries outside mainland UK, please ask for a special quote.

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Delivery @ 11%
(£11 minimum)
Order Total
VAT @ current rate
Total

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thousands
of uses!
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