

outright purchase Conditions of Sale

1. Definitions

"Elite Fire" means Elite Fire Limited

"You", "Yours" or "Yourself" means you the Customer named overleaf.

"the Contract" means the Quotation (if any), these conditions and the Purchase Order accepted by Elite Fire in writing.

"contract as a consumer" means You neither make the Contract in the course of a business nor head Yourself out as doing so and the Products are for Your private use.

"the Purchase Order" means the order placed by You with Elite Fire for the products.

"Products" means the goods supplied by Elite Fire described in the Purchase Order.

"Quotation" means Elite Fire's written statement of prices for the Products and, if applicable, the services described in it

"the Services" means installation works associated with the supply of the Products and/or filling fire extinguishers.

"Total Contract Price" means the amount payable (excluding VAT) under the Contract for the Products and, if applicable, the Services.

2. Order of Precedence

These conditions shall govern the terms upon which Elite Fire shall supply the Products and, if applicable, the Services, so that any conditions contained in or referred to on the Purchase Order shall not bind Elite Fire unless it expressly agrees in writing to vary these conditions.

3. Price and Payment

Payment of the Total Contract Price (plus VAT) is to be made against Elite Fire invoice within thirty (30) days of invoice date. Invoices shall not be raised prior to the date of delivery. If delivery is by instalments Elite Fire shall have the right to decline to make further deliveries until all arrears have been settled.

3.1 Default in Payment

If You fail to make payment within the time allowed for payment of any amount due under any contract, we shall be entitled to :

3.1.1 Charge interest on amounts which are overdue by more than thirty (30) days at the rate of 4% per calendar month

4. Delivery and Risk

Unless otherwise specified delivery shall be deemed to take place when the Products are delivered to Your premises, or other specified delivery point in the UK when risk in the Products passes to You. A charge will be made for delivery. All dates specified to You for delivery are estimates only and although Elite Fire will make every effort to meet such dates it does not accept responsibility for any delay. In such cases Elite Fire will supply the Products and, if applicable, carry out the Services as soon as reasonably possible. Please note that Elite Fire requires access to Your premises in order to carry out the Services.

5. Title

The Products remain Elite Fire's property, until payment has been received in full. If You do not pay any sum which is due and payable to Elite Fire, Elite Fire shall have the right to recover all or any of the Products by requiring You to make them available for Elite Fire's collection. If You fail to do so then You shall permit Elite Fire to enter upon Your premises where they are reasonably thought to be stored and repossess them.

6. Warranty

THIS WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS IF YOU CONTRACT AS A CONSUMER.

6.1 All Elite Fire Products are guaranteed for a period of twelve (12) months from the date of delivery against defects in design, materials or workmanship. If there are any such defects then Elite Fire shall, at its option and expense, repair or replace the defective Products free of charge provided that the Products have not become defective for any other reason, such as accidental damage or a failure to use or install them in accordance with Elite Fire's instructions.

6.2 For fire extinguishers only, excluding our disposable range of extinguishers,

If You take out an agreement with Elite Fire on or before the date of delivery, for servicing Your extinguishers in accordance with BS5306 Part 3, Elite Fire will extend its guarantee subject to the terms set out in condition 6.1 above to a period of 6 years from the date of delivery. Please note that service items such as safety pins, O rings, seals, etcetera are excluded from this guarantee.

7. Liability of Elite Fire Limited

The Products that Elite Fire supply are manufactured to the very highest standards. Please note that we do not accept responsibility for Your failure to follow our instructions or for those matters over which we have no control. We recommend that You insure against all losses or damage that You would suffer as a result of any failure of the Products to operate.

Except where You contract as a consumer, the warranty given in condition 6 is the only warranty given by Elite Fire.

8. Events Beyond Reasonable Control

Elite Fire will endeavour to make every effort to comply with its obligations under the terms of the Contract, but Elite Fire cannot be held responsible for events which are beyond its reasonable control. If Elite Fire is unable to perform its obligations under the Contract by reason of any such event then Elite Fire shall give You notice in writing of the circumstances giving rise to it, and after a period of three (3) months either of us shall have the right to terminate the Contract by giving notice in writing to the other without any liability except for sums accrued due under the Contract.

9. Termination

9.1 If either of us shall be in breach of our obligations under the Contract then the other may by seven (7) days notice in writing terminate this Contract

9.2 Elite Fire shall be entitled to terminate the Contract immediately without notice if You shall enter into liquidation, receivership, administrative receivership or You make any arrangement or composition with creditors, or if You are in individual, any petition or receiving order in bankruptcy shall be presented or made against You.

9.3 If either of us shall terminate the Contract in accordance with its terms then such termination shall be without prejudice to our respective accrued rights and obligations.

10. Amendments or Cancellations

The Contract may be amended or cancelled by You in accordance with the provisions set out in these conditions or, with Elite Fire's written approval or upon terms which indemnify Elite Fire against any losses including loss of profit or additional costs incurred as a result.

11. Assignment

The Contract is personal to You and You may not assign it or otherwise transfer it without our written consent.

12. Representations

These conditions, the Quotation, Your order for the Products, (Services where applicable), and our order acknowledgment contain the whole agreement between us relating to the subject matter of the contract. All previous conditions, understandings, commitments, agreements or representations, whether verbal or written are superceded.

13. Enforcing Elite Fire's Rights

If Elite Fire fails to enforce any of its rights under the Contract it may enforce that right in the future, and any other rights in the Contract it chooses to enforce.

14. Governing Law

This Contract shall be governed by the laws of England. Any disputes will be dealt with by the English Courts.

15. Invalid Conditions

If Elite Fire cannot rely upon any part of these conditions because the Courts will not enforce them then the invalid words or provisions shall be removed and the remainder of these conditions will still be valid and enforceable.