



Fortoak Limited, Company Number 13473693

GENERAL TERMS AND CONDITIONS OF SALE (October 2023)

QUOTATIONS AND ORDERS

FORTOAK Limited is bound by written orders only, verbal agreements and quotations which are unconfirmed in writing are not binding on us. Only those goods specified in writing shall be considered part of the purchase agreement. A subsequent amendment of the order by the purchaser shall not exempt them from paying for goods which have already been produced. The Vendor reserves the right to annul the order in case of acts of war, strikes, lockouts, pandemic, force majeure or similar. Every quotation is given conditional upon the goods being in stock.

V.A.T.

Goods are sold subject to value added tax at the applicable rate at date of despatch.

PRICES

All prices quoted are as at the date of quotation, the Vendor reserves the right to make changes according to the price applicable on date of delivery. Prices supplied via a proposal / quotations are only valid for 10 days.

DELIVERY / NON-STANDARD PRODUCTS

Delivery dates are estimated only, and the Vendor shall not be liable for delay in delivery. The Vendor reserves the right to alter agreed delivery dates by reason of insufficient data or information supplied by the buyer, and if, during the course of manufacture, there should arise changes in the supply of materials, wages, rates of currency exchange or other circumstances beyond the Vendor's control including lock-outs, strikes, acts of war, fire, pandemic, import or export restrictions or measures introduced by public authorities etc. With respect to the supply of bespoke, custom packed and printed goods, the Vendor reserves the right to deviate from the ordered quantity by an amount of plus or minus 10% as an acceptable manufacturing tolerance.

CANCELLATION OF ORDER

The Vendor shall not be obliged to accept any cancellation of an order by the customer except in its own absolute discretion. A minimum 20% handling charge will apply to all returns.

COMPLAINTS / REQUEST FOR RETURNS

Complaints shall be made in writing and shall reach FORTOAK Limited no later than seven working days after the goods have been received. No requests for returns will be accepted for goods beyond 12 weeks from the original delivery date. If the vendor agrees to a general return, a restocking fee of 25% will apply, any goods deemed not in condition for resale will not be credited and the buyer is responsible for arranging the return at their cost. FORTOAK Limited representatives are not authorised to give binding guarantees or declarations which have not been approved in writing by a director of the company.

LIMITED LIABILITY

In the event of a claim against FORTOAK Limited in respect of any matter whatsoever the company's liability (if any) shall be limited to the replacement of the goods sold by the company in respect of which the liability arises. Under no circumstances whatsoever shall the Vendor be liable for consequential loss or damage however that may arise.

Fortoak Ltd

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PAYMENT TERMS

Payment terms are net 30 days, unless otherwise agreed in writing by a duly authorised representative of the company. No discount is allowable in consideration of settlement on or before the due date unless previously agreed in writing by a duly authorised representative of the company. The company reserves the right to withhold further deliveries if agreed payment terms are not met. If any invoice remains unpaid after its due date, the Company reserves the right to charge interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate, calculated from the due date until the date of actual payment. Interest will accrue on a daily basis. The Company also reserves the right to recover any reasonable costs incurred in the recovery of overdue sums, including but not limited to legal fees and debt collection agency costs.

TITLE

The property in the goods shall not pass to the buyer until the buyer has paid to FORTOAK Limited the whole price thereof of the goods, together with the full price of any other goods which may be the subject of any other contract with FORTOAK Limited. If notwithstanding that the property in the goods has not passed to the buyer, the buyer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the buyer shall hold the proceeds of such sale in trust for FORTOAK Limited (in a separate account). The buyer agrees that prior to the payment of the whole price of the goods, the Vendor may at any time enter upon the buyer's premises and remove the goods therefrom and prior to such payment the buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the buyer the agent of the Vendor for the purposes of such sub-sale. Notwithstanding that property in the goods shall not pass to the buyer save as provided as above, the goods shall be at the risk of the buyer from the time of collection by/or delivery to him of the goods. Stereos and other printing accessories which are subject to regular replacement during production remain the property of FORTOAK Limited even though the initial manufacture has been at purchaser's expense. The contract of sale shall be deemed cancelled by mutual consent in respect of any goods which FORTOAK Limited shall repossess in accordance with this clause. The Contract shall be subject to English law.

VARIATIONS

No variation to these conditions shall be effective unless expressly made in writing by duly authorised representatives of FORTOAK Limited.

DESCRIPTION OF GOODS

The description of the goods contained in the Vendor's acknowledgement of the buyer's order shall be deemed to be the correct description of the goods unless the buyer notifies the Vendor in writing to the contrary within 7 days of the receipt by the buyer of such acknowledgement. The Vendor cannot be held responsible for any inaccuracies in specifications and sales literature passed on from the Vendor's suppliers.

REPRESENTATIONS

FORTOAK Limited employees are not authorised to make any representations as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under specific conditions. In addition, the buyer is responsible to ensure the goods supplied are stored in the right conditions. The Vendor hereby excludes any oral representation.

STORAGE

If for reasons beyond the buyer's control the buyer is unable to accept delivery of the goods at the time when they are due and ready for delivery, then the Vendor may if its storage facilities permit store the goods and safeguard them and take all reasonable steps to prevent their deterioration until the actual delivery and the buyer shall be liable to the company for the reasonable cost (including insurance) of so doing. In all other cases however where the buyer refuses or neglects to take or accept delivery of the goods the Vendor shall be under no obligation to store or safeguard the products and shall not be under any liability to the buyer for any deterioration in the products arising from the time when delivery was offered and actual date of delivery.

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ALLIED CONTRACTS

The remedies available to the Vendor for breach or non-observance of the conditions of this contract to be performed by the buyer shall be available to the Vendor in the event of the buyer breaching any of such obligations or any collateral or separate contract between the same parties in force at the date of acceptance of the order to which these conditions apply. Such rights available to the vendor shall apply in the event of a breach by the buyer or any associated or subsidiary company of the buyer at any time in a contractual relationship with the Vendor.

TERMINATION OF CONTRACT

If the buyer shall make default in or commit a breach of the contract of any of its obligations to the Vendor or if any distress or execution be levied on the buyer's property or assets or if the buyer should make or offer to make any arrangement or composition with its creditors or commit an act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or being a limited company or corporation any resolution or petition to wind up the company's business other than for the purpose of voluntary reconstruction or amalgamation shall be passed or presented or if a Receiver of such company's assets undertakings and property or any part thereof shall be appointed then the Vendor shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the buyer at the buyer's last known address or registered office any subsisting contract shall be deemed to have been determined without prejudice to any claim or right the Vendor may otherwise make or exercise.

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