



Redhill Manufacturing Limited Terms and Conditions of Sale

1. APPLICATION TERMS

The Buyer's ("the Buyer") order placement constitutes an offer to purchase goods of Redhill Manufacturing Ltd. 13-15... ("the Seller"), and the Seller's order acknowledgement constitutes acceptance of the Buyer's order. The Seller's order acknowledgement creates a contract between the Buyer and the Seller ("the Contract"), and provides a weblink to these Terms and Conditions on Seller's website thereby incorporating by reference these Terms and Conditions into the Contract. Any quotation given by the Seller for the sale of goods is an invitation to the Buyer to make an offer only and no order placed by the Buyer with the Seller in pursuance of a quotation or otherwise shall be binding on the Seller unless and until it is accepted in writing by the Seller's acknowledgement.

Any contract made with the Seller for the sale of goods or work/services shall incorporate and be subject to these conditions and any representation or warranty, written or orally made or given prior to the contract is hereby expressly excluded and all brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, price lists and other advertising matter are not binding and intended only to present a general idea of the goods described therein.

Specifications quoted by the Seller must be treated as approximate only and the Seller reserves the right to amend without notice at any time prior to delivery, the specifications, material and/or process of manufacture of its products.

2. THE PRICE / QUOTATIONS

All prices are Ex-works. All prices are excluding VAT. Transport is applied separately depending on geographical location (England & Wales, Greater London, Scotland A, Scotland B). Please see our price list for more information.

The Seller has an annual price review and sets pricing on 1st April of each year. A comprehensive price list is available on request.

Prices in relation to a given quantity of goods apply only on the basis that there is a continuous production run of that quantity unless specifically otherwise stated, such continuous run being at the Seller's discretion. If the Buyer reduces the quantity of goods ordered, which necessitates a production run of a lesser quantity, the price applicable to the lesser quantity shall apply and if not covered by quotation, reasonable adjustment of price shall be made by the Seller.

(a) Quotations are not binding on the Company until the Company has accepted an order in writing or has delivered the goods to the Customer.

(b) The Company reserve the right to revise quoted prices and charges in the event of:

(i) any change in the Company's costs between the date of quotation and the date of despatch;

(ii) the Company's quoted prices being inaccurate owing to any accidental error or omission by the Company affecting the price or its calculation;

(iii) any additional or incorrect instructions given by the Customer.

(c) No orders once accepted may be cancelled or amended without the Company's written agreement.

(d) A Scheduled Order (i.e. an order calling for delivery spread over a specific period) shall constitute unqualified authority to manufacture all goods under the order and the Customer shall be liable to pay for all such goods from the date of contract.

3. PAYMENT

Unless otherwise agreed in writing, all accounts must be paid within 30 (thirty) days of invoice date. If at the date on which the Seller is ready to despatch or deliver the goods the Buyer delays delivery for any reason, the Seller may present invoices for full settlement on that date, in default of payment and without prejudice to any other rights or remedies, the Seller reserves the right to demand payment of all outstanding balances whether or not due and/or cancel all outstanding orders. Interest shall be charged on outstanding balances at the rate of 8% from time to time in accordance with the Late Payment of Debts Act. The Buyer shall not be entitled to withhold or set-off payment for goods delivered or work done for any reason whatsoever.

(a) Payment terms are net cash and accounts must be paid by not later than the end of the month following the month during which delivery was effected or on such terms as have been specifically agreed.

(b) Should any account of a Customer become overdue the Company reserves the right to suspend performances of any of the Company's obligations to such Customer, temporarily or indefinitely.

(c) Packing charges, if any, shall be in accordance with the type of container supplied to the Customer, as indicated on the invoice.

4. CREDIT

The contract shall be subject to the provision that if at any time thereafter the Seller is advised of circumstances casting doubt on the Buyer's creditworthiness, satisfactory security for payment is not given on request, or the Buyer is in default in payment for other goods, the Seller may require payment of the whole or part of the purchase price from the Buyer in advance including the full price of all other unpaid goods sold to the Buyer by the Seller. Pending such payments being made, the contract shall be suspended. In the event of such payments not being made within a reasonable period stipulated by the Seller, the Seller may cancel the Buyer's order without liability and the Buyer shall be responsible for any resulting loss to the Seller.

In the event of any breach of these conditions of sale not being remedied by the Buyer within 7 (seven) days of the Seller's written notice requesting such remedy, or upon the Buyer entering into an arrangement with its creditors or passing a resolution for winding up or entering into a liquidation (whether voluntary or compulsory) or any similar arrangement or a receiver is appointed of the Buyer's assets, the Seller shall be entitled without prejudice to its other rights hereunder to suspend all further deliveries and/or determine the contract or any unfulfilled part thereof and the Buyer shall be responsible for any resulting loss to the Seller.

5. EXPORT TERMS

In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of Incoterms and these conditions, the latter shall prevail.

Where goods are supplied for export from the United Kingdom, the provisions of this clause 5 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these conditions.

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.

Unless otherwise agreed in writing between the Buyer and the Seller, the goods shall be delivered EX-Works and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

The Buyer shall be responsible for arranging inspection of the goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the goods which would have been apparent upon such inspection, or in respect of any damage during transit.

Payment of all amounts due to the Seller shall be made opened by the Buyer in favour of the Seller and confirmed by a bank acceptable to the Seller unless the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement.

The Buyer undertakes not to offer the goods for resale in any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the goods to any person if the Buyer knows or has reason to believe that that person intends to resell the goods in any such country.

6. RISK

The risk in respect of all goods sold under the contract shall pass to the Buyer upon shipment of the goods by the Seller.

Accuracy - All goods will be made within reasonable manufacturing limits of dimensions. If special accuracy is required, the Customer must state specifically in writing the maximum limits. The company accepts no responsibility for the accuracy of information or drawings supplied by the Customer.

7. TITLE OF GOODS

(a) The Customer acknowledges that before entering into an agreement for the purchase of any goods from the Company the Customer has expressly represented and warranted that the customer is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding-up of the company or exercise any other rights over or against the Company's assets.

(b) Goods the subject of any agreement by the company to sell shall be at the risk of the customer as soon as they are delivered by the Company to the Customer's vehicles or premises or otherwise to the Customer's order.

(c) The goods shall remain the sole and absolute property of the Company as legal and equitable owner until such a time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any other contract with the Company.

(d) The Customer acknowledges that they are in possession of goods solely as bailee for the Company until such time as the full price thereof is paid to the Company, together with the full price of any other goods subject of any other contract with the Company.

(e) Until such a time as the Customer becomes the owner of the goods, they will store them on their own premises separately from their goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.

(f) The Customer's right to possession of the goods shall cease if they, not being a company, commit an available act of bankruptcy or if they, being a company, do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up. The Company may for the purpose of recover of its goods enter upon any premises where they are stored or where they are reasonable thought to be stores and may repossess the same.

(g) Subject to the terms hereof, the Customer is licensed by the Company to process the said goods in such a fashion as they may wish and/or incorporate them in or with any other product or products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall be separately stores and marked so as to be identifiable as being made from or with the goods the property of the Company.

(h) Subject to the terms hereof, the customer is licensed by the company to agree to sell on the company's goods, subject to the express condition that such an agreement to sell shall take place as agents, save that the Customer shall not hold himself out as such, the bailees for the company whether the Customer sells on their own account or not and that the entire products hereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

8. DESPATCH/DELIVERY

8.1 Any dates given in the contract for despatch or delivery of goods or completion of the work (as the case may be) shall constitute estimates of expectation only and shall not be binding unless the contract otherwise expressly provides in writing and subject to the provisions of sub-clauses 8.4 and 8.5 below the Buyer shall accordingly accept delivery of the goods when tendered and the work when completed.

8.2 The method and route of despatch of the goods shall be selected by the Seller which shall endeavour to take into account in such selection the preferences of the Buyer. There may be additional delivery charges based on non-mainland UK locations and in the instances of non-stock items being delivered (such as bulky, heavy or hazardous goods)

8.3 If, notwithstanding the Seller's endeavours, the Seller fails to despatch or deliver the goods or to complete the work by such date, such failure shall not constitute a breach of the contract and the Buyer shall not be entitled to claim compensation for such failure or for any consequential loss or damage resulting therefrom.

8.4 Subject to the provisions of sub-clause 8.3 above, where despatch or delivery or completion of the work is delayed by more than 30 (thirty) days beyond the date given in the contract, the Buyer shall grant the Seller a reasonable extension period and, if upon the expiry of the extension period the goods have not been despatched or delivered or the work has not been completed, the Buyer may forthwith by notice in writing terminate the contract with immediate effect when received by the Seller and in such circumstances the Buyer shall pay at the contract rate for all goods sold or work done by the Seller to the actual date of termination and neither party shall have any further liability to the other in respect of the goods undelivered or work not completed.

8.5 If at the date on which the Seller is ready to despatch or deliver the goods the Buyer delays acceptance thereof for any reason whatsoever, the goods will be stored by the Seller but the Buyer shall pay to the Seller an amount equivalent to what the Buyer would be liable to pay if the goods had in fact been despatched or delivered together with reasonable storage charges for the period of delay and the cost of any additional handling and transporting incurred. If on the expiry of 30 (thirty) days after the date on which the Seller is ready to despatch or deliver the goods the Buyer has not accepted the goods, the Seller reserves the right immediately to cancel the Buyer's order. This cancellation shall entitle the Seller to dispose of the goods and obtain from the Buyer compensation for loss of profit in addition to any other sums due to the Seller under these conditions.

Claims in respect of incomplete or incorrect supplies or of goods damaged in transit must be notified to the Seller as soon as possible and in any event not later than 7 (seven) days after receipt of the goods at the place of destination.

Claims in respect of non-delivery of goods must be made as soon as possible and in any event within 7 (seven) days of the receipt by the Buyer of the Seller's invoice.

When deliveries are spread over a period, each consignment will be despatched and each notice will be treated as a separate account and payable accordingly.

At the option of the Seller, goods sold to the Buyer may be delivered in two or more instalments and, in that event, each instalment may be deemed to form a separate contract and failure to deliver or defective delivery of any one instalment would not constitute a breach of contract in respect of other instalments.

On special orders, the Seller reserves the right to delivery up to 5 (five) per cent over or under the quantity order, and to invoice for full quantity delivered.

9. CANCELLATIONS

If before production has started the Buyer requests a cancelation of its order. The Seller will cancel the order with no charges applied.

If during production the Buyer requests cancellation of its order. The Seller will charge the Buyer 60% of the price of the goods. Including a restocking fee. Not including carriage.

If during production the Buyer requests the cancelation of a 'Special/Bespoke' order. The Seller will charge 100% of the contract value of the goods.

10. THIRD PARTY LOGISTICS

Cancellations - Late cancellations may incur charges depending on the resources allocated and when the cancellation is made. If pallets or pallet spaces have been booked and not used, the Buyer may still be charged for the pallets and/or spaces allocated.

Tracking & Email Notification - POD's are available on request.

Parking Fines - Deliveries to some urban addresses may be impossible without parking outside of legally designated parking areas. Whilst every effort is made to avoid parking fines, if a fine is incurred which was unavoidable in order to effect the delivery, it will be the Buyer's responsibility to reimburse the Seller the amount of the fine incurred.

Waiting Time - Waiting is chargeable after 1 hour's loading/unloading at £50 per hour.

Handball - It is the Buyers responsibility to ensure that suitable equipment and/or manpower is provided to offload deliveries. The Seller's standard service is delivered on vehicle only, and the Seller's driver is not obliged to handball goods in order to effect delivery. Should dropship deliveries require offloading services. These can be advised on each related purchase order:

i) Tail-lift = £25.00. Tail-lift is only possible across hard, flat, even ground (Tarmac or Concrete) with minimal gradient. Max weight for Tail-lift = 1000kgs (750kgs on 7.5t Vehicle). Oversized pallets cannot always be tail-lifted due to their size or vehicle specifications).

Time Services

-Timed Booking (slot less than 3 hours between 10am and 4pm) = £28

-Time Window (slot 3 hours or greater) = £18

-Time Window (slot 5 hours or greater) = £10

-Book In = FOC if mutually agreeable time is achievable - charges above may apply if only restricted time/s available

-For Timed Bookings before 10am or after 4pm see additional sheet

-Saturday AM = Extra 25% on rate card (Minimum extra = £55)

-All Amazon Timed Bookings and Book Ins are charged at the applicable Timed Charge

-Weekends - Saturday AM see above.

Vehicle Restrictions - Must be pre-advised. It is the Buyer's responsibility to ensure the purchase order contains any route/local restrictions for delivery vehicles.

-Should deliveries require a specific vehicle to access the delivery point the Seller reserves the right to amend the carriage charge and confirm the charge with the Buyer at the point of purchase order.

-If no attempt has been made to make known vehicle restrictions and the delivery fails as a result, the buyer will automatically receive a redelivery charge + any costs for specific vehicles to attempt redelivery.

Extra charges (j) may be altered to reflect our couriers charges at any time.

11. WARRANTY

11.1 The goods sold, or work carried out by the Seller pursuant to the contract, shall as soon as practicable and in any event within 7 (seven) days after delivery thereof be inspected and tested by the Buyer. The Buyer shall lodge with the Seller in writing within 7 (seven) days after the conclusion of the said inspection and testing any claims in respect of defects which are apparent upon such inspection and testing.

11.2 Defects which are not detectable by a careful examination within 8 (eight) days after delivery shall be notified as soon as they are discovered but in any event no later than 10 (ten) days after the delivery of the goods to the end user.

The Seller shall make good either by repair or replacement or renewal at its option defects which under proper storage and use appear in the goods or work within the time limits set out in Sub-Clauses 11.1 and 11.2 above and which arise solely from faulty material or workmanship; provided that:

a) the Buyer shall agree with the Seller that the Buyer will provide the labour necessary to carry out such repair replacement or renewal, then the Buyer shall be entitled to be paid for the said labour at a rate not exceeding the Seller's current labour rate.

b) This warranty shall only apply to goods sold within the U.K.

c) The Buyer shall at all times have used in the operation of the goods only the proper electrical supply voltage, an uncontaminated water supply, and suitable chemicals.

The Seller's liability under Clause 10.3 hereof shall be in lieu of any warranties and conditions whether express or implied by statute common law or otherwise however, which warranties and conditions are hereby expressly excluded.

WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, NOTHING HEREIN CONTAINED SHALL OPERATE TO EXCLUDE ANY WARRANTY OR CONDITION IMPLIED BY STATUTE IN THE EVENT OF THE BUYER DEALING AS A CONSUMER AS DEFINED BY SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977. IN SUCH A CASE THE BUYER'S STATUTORY RIGHTS ARE UNAFFECTED BY THESE TERMS AND CONDITIONS.

Save as aforesaid, and save in respect of death or personal injury resulting from the negligence or fraudulent misrepresentation of the Seller its servants or agents, the Seller shall not be liable for any claim or claims for direct or indirect consequential or incidental injury loss or damage made by the Buyer against the Seller whether in contract or tort (including negligence on the part of the Seller its servants or agents) arising out of or in connection with any defect in the goods or work or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the contract or breach of a fundamental term thereof) of the Seller its servants or agents in the performance of the contract.

The Seller's obligations contained in this Clause shall apply only to the Buyer but the Buyer shall not be prevented from having recourse to them solely by reason of the Buyer selling the goods in the normal course of its business to a third party. Application for transfer to subsequent purchasers of the goods of the benefit of this warranty for its unexpired period will be considered by the Seller upon submission of a written request.

The Buyer accepts as reasonable that the Seller's total liability for any goods or work which are defective shall be as set out in these conditions. In fixing that limit the Seller has had regard to the contract price of the goods, the nature of the goods, the use they will receive and the resources available to each party including servicing facilities and insurance cover, to meet any liability.

12. SAFETY

The Seller will make available on written request such information or the design and construction of the goods as is in its possession to ensure that as far as is reasonably practicable it is reasonably safe and without risk to health when properly used.

13. INTELLECTUAL PROPERTY

The copyright subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programmes or any other material prepared by the Seller whether readable by humans or by machines in respect of the goods or work shall belong to the Seller absolutely and they shall not be reproduced or disclosed or used in its original or translated form by the Buyer without the Seller's written consent for any purpose other than that for which they were furnished.

Notwithstanding any implied warranty or condition as to title or otherwise in relation to the goods supplied hereunder, the Seller shall not be liable to indemnify the Buyer in respect of any claim made or threatened against the Buyer by a third party whether by legal proceedings or otherwise based on a right claimed under letters, patent, trade-mark, copyright (whether registered as a design or not) or breach of confidence unless:

The Seller shall have been promptly notified of the claim or threat and no admissions shall have been made by the Buyer such as would prejudice the defence of any such claim or threat; and

The goods shall have been designed by the Seller or made to its design and in any event the Seller's liability shall be limited to damages and costs awarded by a court of competent jurisdiction in proceedings conducted in accordance with the wishes of the Seller or such sum as may be paid in compromise of such proceedings with the assent of the Seller.

The Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller as a direct or indirect result of carrying out any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.

14. DATA PROTECTION

Each party shall comply with its respective obligations under the General Data Protection Regulation 2016/679 (GDPR) in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement.

Without prejudice to the generality of clause 13, the parties shall maintain sufficient technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and to prevent any loss, destruction or unauthorised disclosure of Personal Data.

15. NO QUIBBLE RETURNS

The Seller will credit the purchase price of goods provided that:

- a) The goods have not been made to the Buyer's specification;
- b) The goods do not reasonably meet the Buyer's requirements;
- c) They are returned to the Seller in unused and undamaged condition and in the original packaging within 7 (seven) days of the POD, with an RMA 'Return Merchandise Authorisation' code. This is supplied on authorisation from the seller to the buyer. Goods returned without RMA paperwork will be refused and not qualify for credit.
- d) Multiple order quantities of 3 or more and 'Bespoke' orders (Any item not listed in our standard price list), cannot be returned or credited.
- e) Steps with 9 treads and above are non-returnable.

f) Returned items direct shipped from the Seller (with the exception of faulty or incorrect goods) will be subject to a restocking fee, (30% of the cost of goods) and any delivery charges incurred to deliver and uplift goods;

Any credits or refunds will be made only after receipt and inspection of the goods. At the request of the Seller.

g) The Seller reserves the right to levy a 15% handling charge on any goods returned for credit.

h) No credit will be given by the Seller in respect of delivery, postage or transit charges levied by the Seller, or incurred by the Buyer.

In the case of return of goods made to the Buyer's specification (Special) where conditions (b) to (h) inclusive are met, the Seller will not credit the Buyer.

i) Claims will not be considered where the POD (Proof of Delivery) has been signed for in good condition.

16. TOOLS, NEGATIVES AND PLATE CHARGES

All tools, negatives and plates are and will remain at all times the property of the Seller. Any tools, negatives and plates will be maintained free of charge by the Seller while being used in production and for a period of 24 (twenty-four) months following the date of last use. Following the expiry of this period these items will be destroyed unless specific written arrangements are made.

17. GENERAL

Notices

Any notice to be served under these conditions may be given orally in person or by telephone but must be confirmed in writing as soon as possible and in any event within 24 hours to the intended recipient either:-

- a) within the United Kingdom by prepaid first class post (when it will be deemed served at noon on the first working day after it was posted); or
- b) within the United Kingdom by prepaid first class post (when it will be deemed served at noon on the first working day after it was posted); or
- c) by personal delivery (when it will be deemed served when it is delivered).

The address for service of notices shall be the party's address as shown in the Purchase Order and/or the Acknowledgement of Order, or as subsequently notified in writing.

Waiver: The waiver by the Seller of any breach of any term hereof shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

Severance: Should one clause hereof be invalid the provisions of the remainder hereof shall not be affected and in such case the parties hereto shall co-operate to agree replacement terms which are legally valid in order to achieve as nearly as possible the original intentions of the parties particularly regarding the economic effect of such clause.

Titles: The titles of the clauses hereof shall not be taken into account in the construction hereof.

Governing Law: Any contract in which these terms relate shall be governed by English Law and the parties shall submit to the non-exclusive jurisdiction of the English Courts.

Entire Agreement: The Purchase Order, Acknowledgement of Order, and these terms and conditions contain the whole terms of the contract and no alteration or variation of the terms of the contract shall be valid unless agreed and made in writing by an authorised officer of the Seller, and no waiver of any breach by either party of the terms of the contract shall prejudice the Seller's strict legal rights hereunder. In the event of any conflict between these terms and any other terms or conditions these terms will prevail.

We are committed to maintaining the highest standards of integrity and ethical conduct in all our business activities.

You may also download the Redhill Terms & Conditions of Sale as a PDF.