

BARNET MARINE CENTRE LIMITED
Hereafter called Barnet Marine
TERMS AND CONDITIONS OF SALE v 14.09.07

All quotations are made and orders are accepted subject to the following conditions, which shall form part of and govern the contract of sale.

- 1) **DEPOSITS**
Where deposits are taken against the retention of goods these are not refundable on cancellation of order unless specified on the invoice.
 - 2) **PAYMENTS**
Payment must be made in full prior to or on delivery. Personal cheques & credit cards taken by prior agreement only. Bank drafts and Building Society cheques must be verified by Barnet Marine at least 24 hours before the collection of goods. **Title to the goods will remain with Barnet Marine until full and final payment is made.**
 - 3) **TEMPORARY CREDIT**
In the event of Temporary credit being given (which shall always be at the discretion of Barnet Marine) payment must be made for goods within 28 days of delivery, failing which Barnet Marine reserve the right to repossess those goods without notice. **Title to the goods will remain with Barnet Marine until full and final payment is made.**
 - 4) **PRICES AND SPECIFICATIONS**
Prices and specifications in catalogues and quotations are subject to alteration without previous notice. Customers must verify any specific detail of goods that they deem important, as brochures may be wrong. No bargain is to be held to be concluded until we have confirmed the order in writing & a suitable deposit has been paid.
 - 5) **SUITABILITY OF GOODS**
Prior to ordering the customer must satisfy himself by examinations and inspections that any goods ordered by him are suitable for his purpose. Any advice given by any staff employed by Barnet Marine is given only in good faith.
Barnet Marine cannot be held responsible for any damage, loss or injury directly or indirectly arising as a result of any advice or recommendation given.
The customer is referred to the manufacturer's handbook (copies of which are available from Barnet Marine) with particular reference to the use of outboards motors, boats and trailers and their subsequent maintenance. Outboards motors of 40hp and above should always be installed by an authorised dealer.
Barnet Marine will under no circumstances ever recommend or install an outboard motor in excess of the recommended horsepower of the craft, unless the craft's manufacturers written approval is given.
 - 6) **INSURANCE**
Customers are advised to insure their goods fully prior to taking delivery. Barnet Marine may act as an introducer to an insurance company, however we are unable by law to give any advice or recommendations and cannot be held responsible for any errors, misunderstanding, or claims arising from the policy or failure of the policy. The customer must deal directly with the insurance company at all times.
Craft powered by motors in excess of their recommended horsepower may not be covered by either their owner's insurance, or the vendor's or manufacturer's warranty.
The goods shall be at the customers risk from the moment of collection or despatch from the premises of Barnet Marine.
 - 7) **SHORT DELIVERY**
Barnet Marine shall not be liable for any claims made in respect of short delivery, non-delivery or damaged goods.
Where goods are sent by our carrier, short delivery, non-delivery or damage must be notified by the customer within seven days of despatch to Barnet Marine, who shall within a reasonable time endeavor to make good the shortfall.
 - 8) **RETURN OF GOODS**
Where a customer has ordered goods in error they will only be accepted back at the discretion and prior agreement of Barnet Marine. Goods accepted back must be returned within 14 days of collection or delivery. Returned goods will not be entitled to monetary refund, but will be offered credit to the value of the goods so returned. The return of such goods may incur a handling charge. The cost of the return of the goods to Barnet Marine will be met by the Customer. Barnet Marine do not refund carriage costs.
 - 9) **DELIVERY DATE**
Any delivery date quoted is given in good faith and is never guaranteed. Barnet Marine will not be liable for any loss direct or consequential arising through a delay in delivery howsoever arising. Barnet Marine cannot be held responsible for their suppliers who fail to keep to the delivery date quoted. Delivery is ex Barnet unless otherwise stated on the invoice.
 - 10) **WARRANTIES**
 - a) All new goods are supplied under warranty which is subject to the manufacturer's conditions.
In the case of all manufacturing defects it is at the manufacturer's sole discretion to determine if the goods are to be repaired, replaced and/or refunded. It is the customer's responsibility to return the goods to Barnet Marine (even if the goods were originally delivered by Barnet Marine). If this is not possible, the customer must discuss an alternative course of action with us before any third parties are involved for repair work. Barnet Marine DO NOT pay THIRD PARTY LABOUR, TRANSPORT or MATERIAL costs for warranty. This applies to EXPORTED goods as well. The customer's statutory rights are unaffected.
 - b) On second hand goods Barnet Marine offers a 3 month warranty (unless otherwise stated) which is subject to the same conditions as the manufacturer's warranty, but only applies to parts and labour supplied by Barnet Marine.
 - c) No warranties are given in respect of used Road Trailers
 - d) No warranties are given on goods used for racing
 - e) No warranties are given on goods altered from manufacturer's specifications or goods not serviced in accordance with manufacturer's service schedules.
 - 11) **JURISDICTION**
Any contract entered into by Barnet Marine shall be governed by English Law and shall be subject to the exclusive Jurisdiction of the English Courts.
 - 12) **EXPORTED GOODS**
 - a) Where Barnet Marine undertakes to transport goods abroad this is carried out in good faith and Barnet Marine cannot be held for any loss, shortages, damage or delay. The customer is strongly recommended to insure the goods fully (this insurance may exclude cosmetic damage such as scuffing, scratching or denting)
 - b) It shall be the customer's responsibility to determine the procedure and prepare the necessary documentation for customs clearance and the repayment of VAT in appropriate cases. Import licences and duties are the customer's sole responsibility. At all times the customer is strongly recommended to seek professional advice.
 - c) Barnet Marine will not grant warranties on any exported goods. Manufacturer's warranties are unaffected.
 - d) The customer will be responsible for all carriage and handling charges if the goods need to be returned to the UK, whatever the reason.
 - 13) **FRUSTRATION OF CONTRACT**
In the event of war, invasion, act of foreign hostilities (whether war is declared or not) civil war rebellion insurrection, nuclear explosion, contamination by radioactivity, earthquake, or other natural disaster, or the failure of a supplier to supply the goods ordered, Barnet Marine reserves the right to treat the contract as frustrated.
 - 14) **ARBITRATION**
In the case of any dispute or differences as to any matter arising under paragraphs 4,5,6, 10, 15 and 16 of these terms and conditions of contract it shall be referred to a marine engineer approved by both parties and his decision shall be final and binding.
 - 15) **SERVICE WORK**
Boats, motors and trailers that are repaired, moved or stored on the premises of Barnet Marine are kept at the sole risk of the customer
All repair and installation work undertaken is done so on the understanding that the work shall be carried out either by a Barnet Marine engineer or an engineer nominated by Barnet Marine.
Barnet Marine will only act as agent for the nominated engineer and will not be responsible for any defective work or breaches of duty occasioned by the nominated engineer.
 - 16) **LIABILITY**
Barnet Marine or its employees will not be liable for any claim for personal injuries, any consequential damages or loss however caused in connection with any boats, motors, trailers and equipment howsoever or wheresoever used.
It is the responsibility of all users of Barnet Marine boats and allied equipment to ensure that the goods purchased are in working order before and during use and that regular authorised servicing and inspections are carried out in accordance with the manufacturer's guidelines.
- CUSTOMERS ARE STRONGLY RECOMMENDED TO-**
- INTER ALIA**
- a) Read fully manufacturer's handbooks or instructions for all marine equipment prior to use.
 - b) Fit all craft with the necessary safety equipment inter alia life jackets, buoyancy aids, distress flares, paddles, anchors and lines, GPS, VHF radio, secondary means of propulsion, tool kit knife, bailer, fire extinguisher and protective clothing.
 - c) Ensure that when a trailer is being used that the boat is securely strapped or lashed to the trailer and that the trailer is securely hitched to the vehicle. In particular customers are reminded to regularly check trailer bearings and brakes for corrosion and wear. Ensure that trailers are not overloaded and the G.V.W. is not exceeded. Ensure that the vehicle towing capacities for either un-braked or braked trailers are not exceeded and current towing laws are adhered to.
 - d) Check that tides and weather conditions are favorable before you go boating and check charts for local hazards.
 - e) First time boaters are advised to seek tuition prior to use and be accompanied by an experienced person on initial voyages.