

BARNET MARINE CENTRE LIMITED Hereafter called BMC TERMS AND CONDITIONS OF SALE
v 6.12.13

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 or for items that are built to order or specifically ordered from a supplier for the client these are not refundable on cancellation of order unless specified on the invoice.

2) **PAYMENTS**

FINAL payment must be made in full prior to or on delivery. This must be made within 7 days of the final invoice being sent, unless agreed otherwise in advance. Personal cheques & credit cards taken by prior agreement only. We reserve the right to refuse the use of a Credit Card for the payment of a BMC Invoice. 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.** VAT will be charged at the rate prevailing when monies are received, thus deposits can be charged at different rates of Vat to final payments when the Vat rate is changed.

- Delaying the delivery date does not allow you to delay payment.
- If payment is delayed 1% of Invoice amount outstanding will be added to the amounts due PER WEEK or part of, starting 7 days from the date the request is made for payment.
- Without prior agreement by Barnet Marine If a final balance payment is not received within 7 days of the date it is asked for and the client is not willing to accept the 1% per week cost of storing the craft and funding the monies owed we will treat the order as cancelled and the deposits paid will be lost. The goods will be sold to recover any money owed.
- ONCE PAID FOR IN FULL If the craft cannot be collected we will store it at no charge till it can be collected

3) **CREDIT ACCOUNTS**

Title to the goods will remain with Barnet Marine until full and final payment is made. Payment terms for approved accounts = 30 days from date of invoice. Cash settlements where offered require payment terms are strictly adhered to be applicable. We reserve the right to refuse / withdraw payment terms at any time and without notice. We understand and will exercise our statutory rights to interest under the Late Payment of Commercial Debt (Interest) Act 1988 if agreed credit terms are exceeded

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 BMC is given only in good faith.

BMC 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 BMC) 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.

BMC 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 OF CRAFT and GOODS**

i) **NEW BOATS:** Goods in the care of Barnet Marine both before and after sale are covered by our insurance.

The goods shall be at the customers risk from the moment of collection OR despatch from the premises of Barnet Marine the Client **MUST** have insurance in place **ON COLLECTION OF CRAFT**, we can not offer any cover once the goods have left our premises.

ii) **SERVICE / USED Boats:** These **MUST** be insured by the owner as they are **NOT** insured by Barnet Marine whilst on our premises. This cover needs to allow us to tow the craft on the road as well.

SHIPPING: Goods are covered by BMC insurance when sent by carrier or our own transport within the UK, this excludes

goods sent by ROYAL MAIL. When goods are shipped abroad we **DO NOT OFFER** any insurance, it is the clients

responsibility to make sure that the goods are adequately insured **BEFORE** they are shipped.

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.

7) **SHIPPING / DELIVERY**

a) Orders will not be shipped if credit accounts are overdue or if account terms have been exceeded

b) Goods must be inspected **BEFORE** signing, a signed delivery note will invalidate any subsequent claim for shortage or damage.

c) Damage, loss or shortfall must be advised **TO BMC** within 48 hours of delivery, when goods are sent to a third party address **THESE TERMS STILL APPLY**

d) Goods collected by the clients own carrier are entirely at clients risk.

8) **RETURN OF GOODS PURCHASED IN PERSON**

Where a customers has ordered goods in error they will only accepted back at the discretion and prior agreement of BMC. 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 BMC will be met by the Customer BMC do not refund carriage costs.

9) **DELIVERY DATE**

Any delivery date quoted is given in good faith and is never guaranteed. BMC will not be liable for any loss direct or consequential arising through a delay in delivery howsoever arising. BMC cannot be held responsible for their suppliers who fail to keep to the delivery date quoted. Delivery is ex BMC unless otherwise stated on the invoice. Delivery date does not mean delivery to you rather when the craft will be ready at BMC. Where a delivery date is delayed by forces

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 BMC (even if the goods were originally delivered by BMC). 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. **BMC 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 BMC offers NO warranty (unless otherwise stated)
- 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.
- f) Warranty will be suspended if credit terms are exceeded.

11) JURISDICTION

Any contract entered into by BMC shall be governed by English Law and shall be subject to the exclusive Jurisdiction of the English Courts.

12) EXPORTED GOODS

- a) Where BMC undertakes to transport goods abroad this is carried out in good faith. The customer is strongly recommended to insure the goods fully (this insurance may exclude cosmetic damage such as scuffing, scratching or denting) DO NOT ASSUME BMC will insure goods shipped abroad.
- 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) BMC 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 or DELIVERY

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, act of terrorism, earthquake, Medical Pandemic, or any other widespread national medical emergency, or other natural disaster, or the failure of a supplier to supply the goods ordered, BMC reserves the right to treat the contract / delivery as frustrated. Any order that is cancelled as result will have the deposit, where paid, refunded in full where no costs have been incurred. Where costs have been incurred, such as goods ordered specifically or craft built to order the funds will be held against future delivery of the goods when the reason for frustration of the delivery has passed

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 BMC 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 BMC. This may involve the moving of the craft on the road whilst it is with BMC and the clients insurance MUST cover both transit and storage at BMC.

16) **LIABILITY**

BMC 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 BMC 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 manufacturers guidelines.

17) **DISTANCE SELLING: (Mail order & Web Site purchases)**

We will refund the value of the goods if they are returned to us within 14 days, they need to be unused and in the original wrapping. After 14 days we MAY accept a return **BUT A HANDLING CHARGE WILL APPLY.**

CUSTOMERS ARE STRONGLY RECOMMENDED TO-

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- 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.

BARNET MARINE CENTRE LIMITED 14 West Burrowfield, Welwyn Garden City,
Hertfordshire, AL7 4TW, UK

E: info@ribs.co.uk **T:** + 44 (0) 1707 331 389 **F:** + 44 (0) 1707 331 383 **CO REG:** 2243129
England **VAT:** 229 1368 59

Web: www.ribs.co.uk