THETFORD INTERNATIONAL GROUP - TERMS AND CONDITIONS OF SALE

In these Conditions of Sale Thetford International Group is referred to as "the Company" and any party transacting business with the company is referred to as "the Customer" The expression "goods" shall include all products contracted to be sold by the Company to the Customer.

1. All orders by the Company shall be subjected to these Terms and Conditions of Sale. The Company shall not be bound to any terms inconsistent with these terms and conditions of sale which may be contained in an order sent to the Company and every such order shall be read and constructed as if such terms inconsistent with these terms and conditions were not included therein.
2. PRICES AND SPECIFICATIONS. The Company reserves the right to alter any price or specification, type or model of goods at any time before or after an agreement and such alterations shall be binding upon the Customer subject to Clause 3 below, in the case of goods being included in any price shall be ruling at the time of delivery. Any increase or decrease shall be deemed to be proportional to variations in the cost of the goods and raw materials. In such cases the Company's certificate shall be binding upon the Customer. The Company's prices do not include delivery from the Company's works unless expressly stated.

(a) In the event that the Company elects to increase the price the Customer shall have the opportunity to withdraw from the contract without liability upon his part. However, liability will not be accepted by the Company for any loss consequent upon the rise in price suffered by the Customer.

(b) In the event that the Company elects to deliver only part orders (by mutual agreement with the Client) then the price shall be reduced proportionally to the cost of the goods delivered. If for any reason the buyer is unable to accept delivery of the goods as previously agreed and that the goods are ready for delivery the Company shall store the goods and take all reasonable steps to prevent their deterioration until their actual delivery. The buyer shall be liable to pay for the goods as invoiced while the Company awaits the buyers delivery date instructions.

(c) All orders are subject to payment by the Customer of any taxes or levies imposed by any Government or Authority applicable at the place and time of delivery. Such charges will be paid in addition to the net amount of the Company's invoice and the Company reserves the right to withhold delivery until such charges are paid. This provision includes Value Added Tax (VAT).

3. PERFORMANCE OF THE CONTRACT BY THE COMPANY. The company reserves the right not to deliver the goods or permit them to be collected by the customer where in circumstances beyond the control of the Company, or the Customer, it becomes impossible or financially arduous for the Company to perform the Contract.
4. PAYMENT. The Company reserves the right to instruct Solicitors and/or debt collectors to take any necessary proceedings to obtain the purchase price from the Customer if within 30 days of the invoice date the Company has not yet received the purchase price.
5. DELIVERY. Although the Company intends to make every endeavor to effect a delivery by the agreed date it is not a term of The Contract that the goods will be delivered by such a date.
6. TITLE. The property in goods supplied by the Company shall pass to the Customer on payment of the full invoiced amount.
7. CLAIMS FOR DAMAGED GOODS. If the Customer wishes to complain about damage to the goods supplied he must keep the goods available for inspection by the Company unused. Any damage is to be reported to the Company within 3 days of delivery to the Customer.
8. DAMAGES. The Company retains the right to charge the Customer for any loss consequent upon the cancellation of an order whether direct or indirect.
9. DEPOSITS AND CANCELLATIONS. In the event of the cancellation of an order by a Customer any deposit placed with the company shall be forfeited by the Customer. The Company will credit the deposit against the charges of converting the order to meet another Customer's requirements. The balance, if any, after the disposal of the unit shall be held to the account of the originally intended Customer.
10. WARRANTY. Subject as herein provided the Company warrants that all new goods supplied by it are free from substantial defects in material and workmanship. It's liability under such warranty being limited to making good at a factory, or premises being nominated by it, any part or parts which shall within the specified period (or such other period as the Company may specify in writing in respect of any product or products) be notified to the Company as being so defective and which the Company is satisfied on its examination of the part or parts to have been defective in materials or workmanship. The warranty period shall be calculated from the date when the product was delivered, new to the Customer by the Company and shall be twelve calendar months from the date of supply provided that the buyer has notified the Company in writing of the fault within that period.

(a) But the Company will not be liable for any damage or injury or loss (whether direct or indirect) caused to the buyer or persons authorized or permitted by him to operate use or come into contact with the goods or to animals, goods, produce or other property due to such faults or defects and the buyer shall indemnify the Company against all costs claims demands actions and proceedings whatsoever by third parties arising out of any faults or defects in the goods. The purchaser shall return the faulty goods to the Company at the purchaser's own expense and shall meet all other incidental expenses howsoever incurred.

(b) The Company excludes liability for any pecuniary loss arising from the keeping of the goods unused awaiting inspection by the Company. All defective parts that are replaced shall become the property of the Company.

(c) The foregoing warranty does not extend to any product which in the judgment of the Company shall have been repaired, altered, neglected or misused in any way and without the limiting the generality of the foregoing this warranty does not apply to any spare or replacement part used in any product for which it was not designed.

(d) Warranty will be invalid if a defect/fault is deemed by the company to be caused by misuse, damage or not following instructions as detailed with the operating manual (for example if it is found to be because the compactor is not working and/or malfunctioning due to the waste not being cleaned out).

(e) Consumable items will not be covered under the warranty if excessive use is deemed by the company (for example guide blocks).

(f)) The foregoing warranty does not extend to any proprietary articles, accessories, or parts not manufactured by the Company though the Company will pass on to the Customer the benefit on any claim by the Company and accepted by the manufacturer in respect of such goods under a warranty given by that manufacturer.

11. ADVICE AND INFORMATION. All advice given by the Company whether in regard to suitability of the particular goods for a particular purpose, or of the general uses to which particular goods may be put are based upon general experience but are not the subject of any guarantee by the Company. The Company accepts no responsibility whatsoever for any error therein (whether or not attributable to the negligence of the Company) nor for any loss direct or consequential suffered for any reason for any such error.

(a) Information contained in the Company's catalogues, specifications, price lists, leaflets and advertisements or in any other document emanating from the Company as to capacities and performance of the goods is approximate only and any deviation therefore shall not vitiate the Contract or be made the basis of any claim against the Company.

(b) In the event of war invasion act of foreign enemies hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power or force majeure the Company shall be relieved of liabilities incurred under this contract, wherever unto the extent to which the fulfillment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute regulations rules or requisitions issued by any Government Department Council or other duly constituted authority or from strikes lockouts breakdown of plant or any other causes beyond the Company's control. The terms and conditions do not affect or purport to affect the Customer's rights under the Sale of Goods Act, 1979

12. LAW. The Contract shall in all respects be treated and constructed as an English contract in conformity with English Law.