



Cycle-Works Limited

Terms and Conditions

1. Contract

Cycle-Works Limited (“**the Supplier**”) supplies its goods and services to its customers (“**the Client**”). It is the intention of the Supplier that all the terms of the contract between the Supplier and the Client are contained in these Terms and Conditions.

2. Delivery

Unless otherwise agreed by the Supplier and the Client in writing, prices do not include delivery. If the Supplier includes delivery and/or installation, every effort will be made to meet the dates agreed. However, the Supplier cannot be liable for delays and factors outside their control.

3. Price

The following terms shall apply to any prices agreed for goods and services supplied by the Supplier.

- (a) Unless otherwise stated prices do not include Value Added Tax or other taxes or duties.
- (b) Where the Supplier incurs any additional cost (such as, but not limited to, storage, transport costs and insurance costs) in performing the contract because of delay by the Client:-
 - (i) in giving instructions to the Supplier;
 - (ii) by a delay in a site not being ready for installation of goods (where applicable);
 - (iii) the Client not being in a position to receive goods or services;
 - (iv) or as a result of a change in the law,

the Client will pay such reasonable costs in addition to the purchase price.

4. Terms of Payment

- (a) Unless otherwise agreed by the Supplier and the Client in writing, payment in full shall be made by the Client to the Supplier upon receipt of Order. The Supplier may allow credit, for example payment on delivery, or within 28 days from receipt of invoice, but this is at the discretion of the Supplier. Any variation must be agreed, and in writing.
- (b) Interest at the rate of 8% over Barclays Bank plc Base Rate shall be charged to the Client on any sum overdue for payment to the Supplier.

5. Disclaimer

The Supplier will not be held responsible for the use or misuse of products supplied. In as much as we have no control over the final use to which the goods supplied by us are put, we therefore do not warrant the goods will be fit for any particular purpose. So far as statute permits, any other expressed or implied term, condition or warranty (whether arising under statute or otherwise) as to the fitness, suitability, or merchantability of the goods is hereby excluded from the Contract Terms.

It is expressly understood that any Technical Advice furnished by the Supplier with reference to the use of the goods is given without charge and we assume no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the Client's risk. Users should be given clear instructions as to the operation of the goods together with clear guidance that products are used at owner's own risk.

6. Retention of Title

Until payment is received in full the title of the goods supplied does not pass and remains, therefore, wholly with the Supplier. Unless agreed in writing (eg a retention), the Supplier retains the right to remove and reclaim items supplied, if not paid for in full within 28 days. Other costs incurred would then apply

7. Miscellaneous

All products supplied which have been sourced from a manufacturer/supplier with whom we have an agency or distributor agreement are subject to the Conditions of Sale of that respective manufacturer.

8. Law

The laws of England and Wales apply to this agreement and any disputes in connection with this agreement shall be tried in the courts of England and Wales.

Cycle-Works Ltd
April 2013