



HAZCHEM[®]
Safety You Can Trust

Hazchem Safety Ltd.

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Terms and Conditions of Sale

DEFINITIONS

- (a) The 'Purchaser' shall be deemed to be the Person(s) or Company responsible for executing payment for the goods or services ordered and subsequently supplied by us as the 'Supplier'. In the case of the Purchaser being a limited company, the directors will be held personally liable in the event of company failure, or a dispute over payment.
- (b) The 'Supplier' shall be deemed to be the limited liability partnership known as HAZCHEM SAFETY LTD (Company no. 08341262) whose registered office is at Beta House, Borough Road, Brackley NN13 7BE.

1 CARRIAGE

- (a) No minimum order value, but orders to addresses outside the UK mainland, and the Scottish Highlands, are liable to a carriage charge for orders under £100 net (excluding VAT).
- (b) In the event of short delivery or damage occurring during transit, claims may only be considered if reported within 3 days. Non-delivery must be notified within 3 days of date of invoice.
- (c) If special delivery arrangements, involving timed delivery services or same day couriers are requested, then the cost will be charged to the Purchaser unless otherwise agreed at the time of order.

2 PRICES

- (a) Our prices are subject to alteration without notice due to market fluctuations, so please telephone to check our best price before ordering.
- (b) Whilst every effort is made to maintain prices applicable at order date, where it is necessary to implement increases which occur prior to despatch, customers will be notified on our Order Acknowledgement.
- (c) VAT will be charged at the standard rate where applicable. Certain items can be zero-rated if all the HMRC rules are met (eg export to non-EEC countries).

3 TERMS

- (a) Our standard terms for approved accounts are strictly net 30 days unless otherwise agreed in writing.
- (b) Goods will only be supplied on account provided we receive an official company order, and agreed payment terms are adhered to. If any overdue payments are outstanding, we reserve the right to take appropriate legal action to recover them.
- (c) All goods remain the property of HAZCHEM SAFETY LTD until all sums owing are paid in full, but the risk shall pass to the Purchaser immediately the goods are delivered.
- (d) We reserve the right to withhold further supplies if any account becomes overdue, and interest may be charged on overdue accounts in accordance with the Statutory provisions of law.

4 LIABILITY

- (a) Information regarding the application and use of products supplied is available on request in accordance with Section 6 of the Health & Safety at Work Act 1974. All goods are supplied on the condition that we cannot be held responsible if they are used for any other purpose than that specified by the manufacturer.
- (b) The Purchaser is responsible to assess the risks and to satisfy himself fully as to the suitability of the product for the particular purpose intended. Any advice given is without legal responsibility and solely on the basis of information received. (See regulation 6 of C.O.S.H.H. Regulations 2002 & regulation 3 of Management of Health and Safety at Work Regulations 1999).
- (c) In no circumstances will HAZCHEM SAFETY LTD accept liability for any consequential losses, howsoever caused.

5 QUALITY ASSURANCE

- (a) It is our policy to supply as far as possible goods which comply with the current British or European Standards, where these exist.
- (b) Where an article shown in our catalogue is not readily available for any reason, we reserve the right to substitute an item of similar specification, quality and value to enable us to fulfil a customer's order by the required delivery date.
- (c) HAZCHEM SAFETY LTD is audited for quality assurance on an annual basis, to ensure all our processes are compliant with EN standards ISO9001, ISO14001, and OHSAS18001.

6 RETURNS

- (a) Before returning any goods, please contact our Sales Office for authorisation. Please quote our invoice number and the date on which the goods were purchased. A Returns Reference will then be issued according to the discretion of the Sales Assistant, which must be quoted on all returns documentation.
- (b) Where goods correctly supplied are subsequently returned for credit, we regret that it may be necessary to implement a 15% restocking charge, in addition to the collection charge. A credit note will only be issued provided the goods are undamaged and suitable for resale.
- (c) Goods supplied to special order may not be returned unless expressly agreed in writing. Any goods that are bespoke, or have been personalised with names or logos, are non-returnable.
- (d) Sizing errors for items of clothing, will be assessed on an individual basis, and we reserve the right to charge a handling and collection charge, as stated above, where appropriate.

7 JURISDICTION

- (a) These conditions of sale override any Conditions imposed by the Purchaser, even if submitted in a later document.
- (b) All contracts between the Seller and the Purchaser shall be governed and construed in accordance with the Laws of England and the Purchaser agrees to submit to the jurisdiction of the Courts of Law in England in respect of them.



We are on Live Chat
Let us know how we can help