



1. DEFINITIONS

In these Terms and Conditions of sale:

- (a) "you" and "your" means the Purchaser being the Person(s) or Company responsible for payment for the goods or services ordered and subsequently supplied by us as the 'Supplier'; and
- (b) "we" and "us" means the Supplier, being the limited liability company known as HAZCHEM SAFETY LTD (Company no. 08341262) whose registered office is at Beta House, Borough Road, Brackley, NN13 7BE.

2. CARRIAGE

- (a) An Environmental Protection and Carriage (EPAC) charge of £12.95 will be charged on all orders under £200 (excluding VAT). A further surcharge for deliveries to addresses in the Scottish Highlands, and outside the UK mainland, will be applicable depending on the size and weight of the consignment. Please ask our customer service team at the time of ordering.
- (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 date.
- (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.

3. PRICES

- (a) The price payable for any item is the price stated on the Order acknowledgement. Whilst every effort is made to maintain prices applicable at the order date, our prices are subject to alteration without notice due to market fluctuations, which will be implemented prior to despatch. Please telephone to check the applicable price prior to ordering.
- (b) VAT will be charged at the standard rate where applicable.

4. PAYMENT

- (a) The Purchaser shall make payment on a net 30 days from invoice date basis unless otherwise agreed in writing, which is out standard terms for approved accounts.
- (b) We reserve the right to take appropriate legal action to recover overdue amounts including in relation to credit accounts.
- (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 amount becomes overdue. Interest may be charged on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- (e) A Credit Trade Account will only be opened once a Credit Application Form has been completed by the Purchaser and approved by us.

5. 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, however, any product information given by us does not constitute advice on the suitability of the product for any particular purpose. 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 and regulation 3 of Management of Health and Safety at Work Regulations 1999).
- (c) In no circumstances can HAZCHEM SAFETY LTD accept any liability for any consequential losses, howsoever caused.

6. QUALITY ASSURANCE

- (a) HAZCHEM SAFETY LTD is accredited for quality assurance by an internationally recognised body, to ensure all our processes are compliant with EN standards including ISO9001, ISO14001, ISO45001 and OHAS18001. Our systems and procedures are monitored on an annual basis, or otherwise where applicable, to ensure our processes remain compliant.
- (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 Purchaser's order by the required delivery date.

7. RETURNS

- (a) Please contact our Sales Office for authorisation before any goods are returned, and 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, a 15% restocking charge will be deducted from any refund along with any applicable 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 15% restocking charge along with any applicable collection charge.

8. SAMPLES

- (a) All samples, including clothing samples supplied for sizing purposes, are issued on a sale or return basis. Where samples are returned in a pristine and saleable condition (in the sole discretion of the Sales Manager) within 6 weeks, the invoice will be credited but may be subject to a 15% restocking charge along with any applicable collection charge.
- (b) We reserve the right to charge for samples of embroidered and heat seal logos. As specified in paragraph 7(c) above, any garments with a logo applied cannot be returned for credit.
- (c) We reserve the right to charge for any unused logoed garments, or logo transfers held in stock, in the event that the customer changes their corporate branding, or ceases to purchase clothing from us.

9. FORCE MAJEURE

- (a) Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure Event).
- (b) The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinders or delays the Suppliers performance of its obligations for a continuous period of more than thirty days, the Purchaser may terminate this agreement immediately by giving written notice to the Supplier.

10. JURISDICTION

- (a) These conditions of sale override any Conditions imposed by the Purchaser, even if submitted in a later document. These conditions of sale shall apply to all transactions between the parties and may not be varied except with the express written consent of HAZCHEM SAFETY LTD and they will override any of your standard order terms even if submitted in a later document.
- (b) All contracts between the Supplier 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.

11. COMMUNICATION

- (a) Data may be collected from you and stored in our systems during our sales and marketing processes including your Name, Company Name, Address and Email Address, for the purpose of contacting you regarding other products and services that we offer. You can find further information regarding this in our Privacy Policy published on our website.
- (b) You may unsubscribe from our email or marketing correspondence at any time.

Version 4.0

