

**BRAKEWORLD LTD.**

Railsfield Mount, Bramley, Leeds,  
West Yorkshire LS13 3AX. England.

Tel: +44(0)113 2361686 Fax: +44(0)113 2361881

E-Mail: sales@brakeworld.co.uk www.brakeworld.co.uk

**BRAKEWORLD**

## **Conditions of Sale and Terms of Guarantee**

### **These Terms and Conditions supersede all previous Conditions**

**CARRIAGE**

Orders for £120 and over are carriage paid by us.

**TERMS (EXPORT)**

All prices are F.O.B. U.K. Port unless otherwise stated.

**CANCELLATION**

We are unable to accept cancellation of orders made to meet customer's special requirements.

**CLAIMS**

(1) Any claims recoverable from carriers for non-delivery must be made to us within 14 days from date of invoice or advice note.

(2) Damage or discrepancy must be notified to carriers within three days of receipt of goods conveyed by merchandised train or transport, and within 24 hours of receipt of goods conveyed by passenger train or other special means of transport. All goods should be signed for as "Not Examined".

**DESPATCH**

Promises of delivery are given in good faith and every effort will be made to adhere to dispatch dates given; we cannot however accept any liability for any loss caused through failure to deliver or delay.

**DESCRIPTION**

Whilst every endeavour has been made to ensure that goods are accurately described and are believed to be fit for the purpose and vehicles as mentioned in our catalogues. No warranty to this effect is given and no responsibility will be accepted in the event of an error or mis-description in any catalogue or any consequential damage.

**EXHIBITION**

The Seller retains all rights in the use of its name and logo. No goods or equipment will be exhibited or advertised other than at the Buyer's premises without the Seller's authority.

**GUARANTEE**

Every part which is sold by us, either separately or assembled with other parts carries the following express agreements, which take the place of and exclude all conditions, warranties and liabilities whatsoever, which exist either by Common Law, statute or otherwise. Any statement, description, condition or representation either verbal or contained in any advertisement, catalogue, leaflet or other publication shall not be construed as enlarging varying or over-riding these. Should any defect be alleged in material supplied by us or workmanship within one year after purchase from us we undertake on the immediate return of the part which is alleged to be defective, to our address, carriage paid and accompanied by particulars as to the date of purchase, to examine the same. and should any fault be found by us on examination to be solely due to defective material or workmanship, we will repair the defective part or supply a new part in place thereof free of charge. We do not undertake to bear the cost of any work involved in reinstating a repaired part or inserting a new part. This guarantee as to material or workmanship does not extend to defects caused by wear and tear, dirt, neglect, misuse or accident. Our responsibility is limited to the terms of this guarantee and we will not be answerable for any contingent or consequential or resulting liability or loss, damage or personal injury whether to the purchaser or any other third party arising through any defect, or for any claim for labour, material or other expenditure incurred in remedying any defect. This guarantee shall apply to parts repaired or replaced under the above clauses and the time limit as to such parts shall run as from the date when any part is repaired or replaced, all aforesaid implied conditions, liabilities and warranties being excluded. We do not guarantee parts of other firms or any component parts supplied to the order of the customer differing from our standard specification. The acceptance of the goods by the purchaser shall be considered an acknowledgement that they are sold and accepted subject to these conditions and the purchaser agrees to impose these conditions upon any person to whom these goods may be supplied.

**PASSING OF PROPERTY**

Title to the goods shall not (save only as hereinafter provided) pass to the Buyer and the Buyer shall hold the goods supplied as Bailee for the Company until the Buyer has paid in full to the Company the price of the goods and all other sums howsoever due or owing to the Company, whether such indebtedness arises before or after supply of the goods in question and including the costs of legal proceedings by the Company to enforce any obligation of the Buyers arising hereunder or otherwise howsoever. At any time after the due date for payment for the goods, but before title to them has passed to the Buyer, the Company shall be entitled, on demand, to their immediate return and the Buyer shall forthwith return the same and in default the Company shall be entitled to enter the premises of the Buyer or elsewhere the goods are situated and recover them. Until payment has been made in full by the Buyer and title has passed to the Buyer in respect of any particular item supplied by the Company, it shall be kept in good condition and separate and apart from all other goods (save only for other goods supplied by the Company) and in particular it shall not be mixed or incorporated with any other item. The Buyer is not authorised to and shall not part with possession of the goods or any of them before title to them has passed to it, save only by way of a bona fide resale of them by the Buyer at full market price there and then paid in full to the Buyer. In the event of any such resale the Buyer shall:

(1) Notify the Company thereof in writing, and

(2) Hold the proceeds thereof upon trust for the Company and in a separate and readily identifiable bank account until the Buyer has paid in full to the Company the price of the goods resold and all other sums howsoever due and owing to the Company where such indebtedness arises before or after supply of the goods and including the costs of legal proceedings by the Company and enforce any obligation of the Buyers whether arising hereunder or otherwise howsoever.

In the event of the Company retaking or claiming to retake possession of the goods to which it retains the title hereunder, the Buyer shall have no right to reimbursement of any sums whatsoever which it has paid to the Company, but in the event of a resale by the Company, the proceeds thereof (after deduction of the costs and expenses thereof) shall be applied to the Buyer's account in reduction of the outstanding balance due thereon, and any surplus after extinction of the sold balance shall be paid to the Buyer. Notwithstanding the foregoing, the Company shall be under no duty to effect a resale or (if it chooses to do so) to obtain the full market value for the goods upon reselling them.

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**BRAKEWORLD****EXPORT**

Quotations and contracts will be construed according to the Law of England and any disputes relative thereto will be settled by Arbitration in London in accordance with the Arbitration Act 1950.

**DEFAULT IN PAYMENT (EXPORT)**

Documents against payment will specify that we have the right upon default in payment by the customer forthwith to resell the goods and to charge the customer with any loss involved on resale.

**RETURN OF GOODS**

Any goods which have been supplied in accordance with a customer's order but which are subsequently returned will only be credited if (a) our agreement has been obtained in writing; and (b) the amount credited shall be 20% less than the value at which the goods were invoiced. This includes goods returned as 'Faulty' which prove to be in perfect condition.

**GENERAL**

These conditions shall be deemed to be incorporated as conditions of any order or contract accepted. No dealer or agent appointed to sell out goods on our behalf is authorised to transact any business which gives any warranty, makes any representation or incurs any liability on our behalf. We reserve the right to alter designs, constructional details or prices without giving notice.

**QUOTATIONS**

Quotations are valid for 30 days, are strictly net cash against invoice, and are exclusive of all duties and levies and value added and other taxes.

**PAYMENT**

Payment falls due at the end of the month following the month of despatch from the Seller's premises. The Buyers entitlement to any discount offered by the Seller in whatever form is subject strictly to payment being made by the due time, interest will be charged on overdue accounts at Bank lending rate.

**Brakeworld Ltd**

Railsfield Mount  
Bramley  
Leeds, LS13 3AX

Registered in England and Wales  
No. 1570383

## **Conditions of Sale – FTE Calipers by Brakeworld These Terms and Conditions supersede all previous Conditions**

1. Calipers are reconditioned units supplied under the FTE brand name.
2. All calipers carry a surcharge which is shown on the invoice. This is in addition to the cost of the caliper and is always payable on normal terms at the same time as the caliper itself.
3. Upon request, Brakeworld will arrange collection of old units. The timing and collection method will be at Brakeworld's discretion
4. A list, or returns note, detailing the old units being returned, must be supplied prior to collection being made.
5. Upon receipt of the old units the surcharge will be credited – subject to the following conditions:
  - The old unit must be clearly labelled with a part no. in order to facilitate quick identification.
  - The old unit must be undamaged.
6. All surcharge credits will be raised during the last 3 working days of the month.
7. In addition to the above – all Brakeworld's standard terms and conditions of sale will apply.

**IMPORTANT**

When purchasing a caliper from Brakeworld Ltd. you are automatically confirming that you have read and accept the above Conditions of Sale. You are also confirming that the Proprietor / Partner / Directors of the company are aware of the aforesaid Conditions of Sale and you are authorised to accept these on their behalf.

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