



RIDGEWAY

TERMS AND CONDITIONS OF SALE

In these Terms and Conditions "Seller" means Ridgeway Plant Co Ltd. and "Buyer" means the person, company or institution who buys or agrees to buy goods or services from the Seller. "Goods" means the goods specified in the Seller's invoice.

Conditions

1. These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of any terms and conditions specified by the Buyer.
2. No variation of these Conditions shall be effective unless agreed in writing by the Seller.
3. Nothing in these Conditions shall affect the statutory rights of any consumer.

Prices

1. All prices quoted in paper or electronic price lists are subject to confirmation at time of order and are exclusive of VAT, which will be chargeable in accordance with legislation current at the date of supply.
2. **Payment is due in full on all credit account sales on or before the 30th Day of the month following the month of invoice date, subject to a detailed credit status check.**
3. If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Terms and Conditions shall become immediately due and payable.

Ownership

1. Title in all Goods supplied by the Seller shall vest in the Seller until the Seller has received full payment in respect thereof.

Warranty

1. The Seller warrants to the Buyer only that any Goods supplied by it function in accordance with any specification provided in documentation accompanying the Goods, provided always that the Goods have been used strictly in accordance with the Seller's instructions.

Liability

1. The extent of the Seller's liability to the Buyer for any default or breach howsoever arising shall in no case exceed the invoice value of the goods and the Seller shall in no circumstances whatsoever be liable to the Buyer or to third parties in respect of any direct, indirect or consequential loss or damage.

No Waiver

1. The failure by the Seller at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

Law

1. Each of the above conditions shall be read and construed independently of each other so that if one or more is held to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.
2. These Terms and Conditions shall be construed in accordance with Northern Ireland Law.