

## Application for Credit Facilities

1. FULL TRADING NAME \_\_\_\_\_

2. PLC/LTD/ PARTNERSHIP/ SOLE TRADER (please delete if not appropriate)

3. LIMITED COMPANIES/ PLC - REGISTERED OFFICE ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
POSTCODE \_\_\_\_\_

TEL \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ MOBILE \_\_\_\_\_

4. REGISTERED NO. \_\_\_\_\_ 5. DATE ESTABLISHED \_\_\_\_\_

6. PARENT COMPANY \_\_\_\_\_

7. NON LIMITED COMPANIES - STATE FULL NAME (S) & ADDRESS(ES) OF PROPRIETOR(S) & PREVIOUS ADDRESS IF MOVED WITHIN LAST 3 YEARS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
POSTCODE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_ POSTCODE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_  
TEL \_\_\_\_\_ FAX \_\_\_\_\_ TEL \_\_\_\_\_ FAX \_\_\_\_\_

8. ACCOUNT CONTACT \_\_\_\_\_ 9. PURCHASING CONTACT \_\_\_\_\_

10. INVOICING ADDRESS ( IF DIFFERENT FROM ABOVE) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TEL \_\_\_\_\_ FAX \_\_\_\_\_

DO YOU HAVE A STORES? \_\_\_\_\_ IS IT MANNED? \_\_\_\_\_

TOTAL CONSUMABLE SPEND PER MONTH \_\_\_\_\_ TOOL HIRE SPEND PER MONTH \_\_\_\_\_  
(POWER TOOLS, HAND TOOL S, FIXINGS, FASTENINGS , CONSUMABLES ETC)

11. ESTIMATED NETT VALUE OF MONTHLY CREDIT REQUIRED \_\_\_\_\_

12. NATURE OF BUSINESS \_\_\_\_\_

13. NAME & ADDRESS OF BANKERS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
SORT CODE \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

14. NAME IN WHICH BANK ACCOUNT IS HELD (IF DIFFERENT FROM 1. ABOVE) \_\_\_\_\_

15. I /WE HEREBY APPLY FOR A CREDIT ACCOUNT TO BE OPENED IN MY/OUR NAME AND FULLY ACKNOWLEDGE AND ACCEPT YOUR NETT MONTHLY TRADING TERMS AND YOUR CONDITIONS OF SALE AND HIRE. I /WE ALSO AUTHORISE DIPT LTD. TO CARRY OUT ANY NECESSARY CHECKS AND HOLD THE RESULTS ON FILE.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

NAME & POSITION \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

**NB:** All accounting functions are centralised at Sidney Robinson Business Park, Ascot Drive, Derby, DE24 8EH and all payments, account queries etc. should be directed to this address in the first instance.

FOR INTERNAL USE	INSTIGATED BY _____
SALES REP CODE _____	TRADE TYPE CODE (SEGMENT) _____
ACCOUNT NUMBER _____	DATE OPENED _____
OPENED BY _____	CUSTOMER PRICE GROUP _____

# TERMS AND CONDITIONS OF SALE AND HIRE OF METAL FABRICATION SUPPLIES LIMITED

## PART A: CONDITIONS APPLICABLE TO ALL CUSTOMERS

### 1. DEFINITIONS

In these conditions, "consumer" means any natural person who, is acting for purposes which are outside his trade, business or profession; "contract" means any contract for the sale or hiring of any goods and/or the provision of services which incorporates these conditions; "goods" means the goods to be sold or hired under the contract as set out in the Order; "hire charges" means the charges or rentals for the hire of any goods agreed in the contract; "order" means your request for us to provide the goods and/or services; "price" means the price for the sale of any goods agreed in the contract or the price agreed between us in writing in relation to the services; "we"/"us"/"our" refers to Metal Fabrication Supplies Limited (registered company number 05642661); "you"/"your" means the person, firm or company buying or hiring the goods under the contract; "services" means any services that we agree to provide to you, including without limitation tool repair services; "warranty" means any warranty term or condition (express or implied) relating to the quality, condition or description of the goods.

### 2. APPLICATION OF THESE CONDITIONS

a) These conditions shall be incorporated into all quotations, offers, orders, acceptances, and contracts for the sale or hire of goods by us to the exclusion of all other terms and condition other than as agreed in writing by us. b) If you are a consumer, only Part A of these conditions applies. If you are not a consumer, then Parts A and B of these conditions apply, and Part B takes precedence over Part A.

### 3. THE CONTRACT BETWEEN US

Your order amounts to an offer to purchase or hire goods and/or services. Your order will only be deemed accepted when we issue written acceptance or do something consistent with accepting your order, at which point a contract will come into existence subject to these conditions. If we make an offer, it is valid only if your acceptance is received within 14 days from the date of the offer. If you are a consumer who is not buying goods online and these conditions are not acceptable to you, we should be contacted within 7 days and a full refund will be given for unopened and unused goods. All orders for goods are subject to availability and we reserve the right to cancel the contract between us without liability to you if the goods are not in stock.

### 4. YOUR CONSUMER RIGHT OF REFUND AND RETURN

a) If you are a consumer and you place an order for goods via our website, you have a right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and obtain a full refund including any standard delivery costs you have to pay to us. You can exercise this right at any time starting on the day we accept your order up to the point 14 days (excluding weekends and bank holidays) after we deliver the goods by giving us notice in writing.  
b) If you wish to exercise your cancellation rights under 4 a) above, you shall bear the postage costs of returning the goods to us and you must return them to us as soon as reasonably possible.  
c) To exercise your right to cancel the contract you must give us notice in writing by sending a letter to Sidney Robinson Business Park Ascot Drive Derby DE24 8EH or an email to [metalfabsupplies.co.uk](mailto:metalfabsupplies.co.uk) in each case marked for the attention of the Sales Manager.  
d) If you cancel the contract between us under this clause 4, we will refund all of the sums you have paid less any amount we consider reasonable if the goods returned show evidence of use by you that goes beyond normal handling.

### 5. SPECIFICATION

The specification for the goods will be the manufacturer's specification for the goods, and is subject to any qualifications or statements contained in brochures, advertisements or other documentation relating to the goods. The specification for the services will be the description or specification we provide to you in writing. Any samples, drawings, illustrations or descriptive material we issue is for the sole purpose of giving an approximate idea of the goods and/or services. We reserve the right to vary the specification for goods or services to the extent necessary to ensure compliance with any relevant legislation.

### 6. DELIVERY OF GOODS

a) Delivery Time: We will use our reasonable endeavours to deliver the goods to you by the delivery date agreed with you or, if no date is agreed with you, within a reasonable time. Delivery dates are estimates only. Time of delivery is not of the essence of the contract. If we have agreed a delivery date with you and we have not delivered the goods within 7 days for any reason other than force majeure, you may nominate a reasonable final date on which you want us to deliver the goods. If we fail to deliver by the nominated date you may cancel the contract.  
b) Place of Delivery: If we have agreed to deliver the goods to a specified address, we will deliver the goods to that address. If no address is agreed, you will be responsible for collecting the goods from our premises, and in such case you must collect the goods within 7 days of notice from us that the goods are ready for collection.  
c) Risk: Risk of damage to or loss of the goods will pass to you when the goods are collected by you (for the avoidance of doubt collection is from our collection desk prior to loading onto your vehicles) or your representative, or delivered to you or your representative or to the agreed delivery address. Delivery shall be deemed to have taken place as soon as we arrive at the premises and prior to unloading of the goods.  
d) Delivery Arrangements: If we have agreed to deliver the goods to premises specified by you, you must make reasonable arrangements to receive and off-load those goods during normal working hours, or during such times as we may agree with you. We may hand the goods over to any person who claims to have authority to receive the goods at those premises.  
e) Loading and Unloading Goods: Unless we agree otherwise, if you are collecting the goods, you are responsible for loading the goods onto your vehicle, and if we are delivering the goods to you, you are responsible for unloading the goods from our vehicle. In either case, you must provide sufficient persons to be available to load or off-load the goods within a reasonable time.

### 7. PERFORMANCE OF THE SERVICES

a) Performance Dates: we will use our reasonable endeavours to meet any performance dates agreed between us but these dates will be estimates only and time shall not be of the essence for performance of the services.  
b) We will use reasonable skill and care in performing the services.  
c) In respect of repair services, our determination on whether or not the item in question is capable of repair will be final in which case we will return the item to you in the state it is in at the point at which we make this determination and you will be liable to pay our costs for the work undertaken up to that point.  
d) Following completion of repair services, we will notify you that the items in question are available for collection and you must collect them as soon as reasonably practicable. Should you fail to collect the item within 28 days of our notice to you to collect the items, you agree that we can sell the item, deduct from the proceeds of sale our charges for carrying out the repair work and our reasonable costs of storing the item and arranging the sale and send you the balance.

### 8. PAYMENT

a) Monthly Accounts: Where monthly account facilities have been granted to you, payment for the goods is to be made in full on or before the last day of the month following the month in which the goods were delivered to you or collected by you.  
b) Your obligation to pay: You shall pay the price or hire charges for the goods and/or services, and unless otherwise agreed, your payment must accompany your order. If we accept an order without payment, you must pay the price or hire charges in full when we notify you that the goods are ready for delivery. We shall not be obliged to despatch or deliver any goods until payment in full has been received from you. In relation to the services, payment is required on completion of the services provided that we reserve the right to require a deposit and, in the case of repair services, a charge to cover the stripping down of the items and assessment of their condition.  
c) Delivery Charges: Unless otherwise agreed by us in writing, you must pay a reasonable additional charge for delivery of the goods to you or collection of any goods from you, including all costs of carriage, packaging and insurance in transit.  
d) Invoicing: We may invoice you for the price or hire charges for the goods and/or the services and any other amount payable by you at any time after receiving your order.  
e) Interest: If the price or any hire charges become overdue, you shall pay to us interest on such overdue amounts at the rate of 4% per cent per annum above the base lending rate of Barclays Bank PLC from time to time in force, running from the date such amount became overdue until payment in full (both before and after judgment). Such interest will be payable daily.  
f) Suspension of delivery or performance: We may suspend delivery of goods or performance of the services until payment has been received, in the event that we have reasonable doubts about your ability or willingness to pay on the due date.  
g) Prices: the price payable by you for the goods and/or services will be as agreed between us or, failing any such agreement, our published prices. Unless otherwise stated, all of our prices are exclusive of Value Added Tax.  
h) Price Changes: We shall be entitled to vary the price of the goods and/or the services by notice to you. Except as stated in Clause 3(d) of Part B, if you do not agree to the change in price, you may cancel your order by written notice to be received by us not later than 7 days after you received notice of the price change from us.

### 9. WARRANTY

If you are not a consumer the warranty set out in Clause 4 of Part B applies. If you are a consumer, we do not exclude any terms implied into the contract by law as to the quality or condition of the goods or any of your statutory rights.

### 10. HIRE CONDITIONS

Where you are to hire any goods from us (the "hire goods") the following additional terms shall apply:-  
a) Hire Charges: Unless otherwise agreed in writing by us, hire charges will be payable in advance of the period to which they relate, in accordance with the agreed payment terms, and in any event all hire charges shall be payable at the latest by the last day of the hire period. We reserve the right to require a deposit against any default by you on payment of the hire charges or loss and damage to the hire goods. If you fail to pay any hire charges when due, we can deduct them from the deposit and you must pay to us within 10 days of a demand a sum equivalent to the amount we have deducted.  
b) Delivery/Collection: unless otherwise agreed in writing, you will be responsible for collecting the hire goods from our premises and installing them. If we agree to deliver the goods you must provide clear and safe access to your premises.  
c) Hire Period: The period of hire shall commence on the date of delivery of the hire goods to you or the collection by you of the hire goods. The hire period shall be as agreed in writing by us. If you are a consumer, sole trader, partnership, or unincorporated association, the period of hire will last for no longer than 3 months from the date of delivery and, if no hire period is expressly agreed, the hire period shall terminate automatically 3 months from and including the date of delivery.  
d) Title: You shall have no property, right or interest in the hire goods other than as hirer and shall not have any right to purchase the hire goods.  
e) Rights of Access: You must produce the goods to us for the purposes of inspection, repair, and maintenance promptly on request.  
f) Care and Risk: You shall handle, use, protect, and store the hire goods with reasonable care and skill and in accordance with any operating instructions. You must ensure that the hire goods are kept in a suitable environment and operated only in a safe environment and by competent staff. The hire goods shall be at your risk from the date of delivery to you or collection by you, until the date of re-delivery to collection by us. If any hire goods are lost, stolen, or damaged whilst at your risk for any reason (other than our negligence or default, or failure of the goods to conform to the requirements of the contract) you shall pay to us the reasonable cost of repairing the hire goods which are capable of economic repair, or the reasonable full new replacement cost of any hire goods which are lost or stolen, or damaged beyond economic repair.  
f) Possession: You shall keep the hire goods at all times at the site agreed with us, and the hire goods must not be removed from that site without our authority. If no site is agreed, it shall be the address where we deliver the hire goods, or where you first tell us that the hire goods will be kept. You agree that you will not sell or otherwise part with possession or control of the hire goods. You must not, without our consent, attach the hire goods to any land or building in any way that would cause them to become a fixed or immovable feature of the land or building.  
g) Electrical Equipment: Where the hire goods include any electrical equipment, you must (where reasonable) ensure that they are connected to the correct supply by a qualified electrician, you must not use the hire goods unless they are correctly earthed (unless they are of double insulated construction) and you are responsible for complying with the requirements of the Electricity Specification at Work Regulations 1989 (as amended or replaced).  
h) Maintenance of Goods and Breakdown Procedures: You must ensure that the hire goods remain safe, serviceable and clean. However, you will not be responsible for any defect in the hire goods, which is due to the hire goods not conforming to the requirements of the contract. Any breakdown or malfunction of the hire goods must be immediately notified to us. You must not attempt to alter or repair the hire goods unless authorised to do so by us. We will collect the hire goods for examination, but may charge you for collection repairs and return if the breakdown or malfunction is due to your fault or any risk you have responsibility for.  
i) Redelivery: You shall promptly return all hire goods to us on demand following the end of the hire period or on earlier termination of the contract. If we delivered the hire goods initially, then we will collect the goods from the same address. If you collected the hire goods from us, then you will be responsible for returning the hire goods to the premises where you collected them or any alternative premises we reasonably nominate.  
j) Insurance: Unless otherwise agreed in writing by us, you shall insure all hire goods against theft and all usual risks of loss or damage with reputable insurers for their full replacement value, such value to be determined by you on enquiry with us. You must also effect and maintain insurance to cover third party or public liability risks, in each case under a policy which names us as additional insured, without excess, and which confirms that the insurers are not entitled to replace the hire goods. You shall hold in trust for us and pay to us on demand, all monies that you receive from an insurance company or any other source in settlement of any claim relating to the loss, theft or damage of any of the hire goods. You will, on demand, provide us with copies of the relevant insurance policies and proof of payment of premiums. You must also notify us immediately in the event of any loss, accident or damage to the hire goods.

### 11. FORCE MAJEURE

We will not be liable for any delay or failure in delivering the goods to you, or for any other failure to perform the contract, where due to any event or circumstance beyond our reasonable control. Except where we could have reasonably provided for such events or circumstances using reasonable business practice, if due to any such event or circumstance, we have insufficient stocks of the goods available to meet all orders for those types of goods from any persons, we shall be entitled to apportion the available stocks of such goods to such orders as we may decide in our sole discretion.

### 12. LIMITATION OF LIABILITY

(a) Loss not limited: Nothing in these conditions shall be construed as limiting or excluding our liability under Part I of the Consumer Protection Act 1987, or for death or personal injury resulting from our negligence, or for fraud or fraudulent misrepresentation.  
(b) Loss for which we are not responsible: Except as stated in Clause 12(a) above, we shall not be liable to you for any losses that were not foreseeable to both parties when the contract was formed, for losses that were not caused by any breach on our part, or which were not caused by our actions or omissions, and for loss of profits or other business losses. In addition, the limitations of liability in Clause 6 of Part B apply to non-consumers.

### 13. TERMINATION

(a) We may terminate the contract immediately if:-  
i) the price, hire charges or any other amounts payable by you become overdue and you fail to pay within 14 days of notice from us demanding payment;  
ii) you are in breach of the contract, which is either not capable of remedy, or if capable of remedy is not remedied within 30 days of notice of the breach;  
iii) you are a consumer, and you shall become unable to pay your debts, or commit any act of bankruptcy, or make a voluntary arrangement with your creditors.  
(b) On termination:  
i) you must pay all outstanding sums due to us in respect of goods provided or services performed;  
ii) your right to possession of hire goods will terminate immediately and you must return them to us as soon as reasonably practical or, at our option, permit us access to your premises to collect them;  
c) Termination will not affect our accrued rights and remedies.

### 15. GENERAL

(a) Assignment: You shall not assign the benefit of the contract without our prior written consent.  
(b) Third Party Rights: No person other than the parties to the contract shall have the right to enforce any term of the contract, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.  
(c) Law and Jurisdiction: Your order and the contract is governed by English law and you agree that any disputes or claims in relation to your order, the contract or any goods are subject to the exclusive jurisdiction of the English courts.  
(d) Severance: If any clause or sub-clause of these conditions is found by a court or other relevant authority to be unenforceable, the remainder of them will remain in full force and effect.  
(e) If we fail to insist on your performance of your obligations under the contract or fail to enforce our rights or delay in doing so, this does not mean that you do not have to comply with these obligations. A default by you can only be waived by us in writing.

## PART B: ADDITIONAL CONDITIONS APPLICABLE TO NON-CONSUMERS

### 1. APPLICATION OF THESE CONDITIONS

The contract is the entire agreement and cancels all previous or collateral agreements or understandings between the parties relating to the subject of the contract. Except for the express written terms of the contract, you agree that in entering into the contract you have not relied on any oral or written statement or representation from or any other employment in relation to the contract or in connection with it, or any other representation for fraud. Any terms or conditions proffered at any time by you are hereby excluded. Any person submitting your order or signing the contract warrants that he has authority to do so on your behalf.

### 2. DELIVERY

(a) Delivery Time: If we have failed to deliver the goods or perform the services by any agreed date or time, we shall not be in breach of the contract for delay in delivery or non-delivery of the goods or delay in performance or non-performance of the services, unless you have given to us notice on or after the agreed date for delivery or performance and we have failed to deliver or perform within 60 days following receipt of such notice.  
(b) Installments: We may at our option deliver by installments in which case each installment will constitute a separate contract between us and any defect or delay in respect of one installment will not entitle you to cancel any other installment.  
(c) Export: Unless otherwise agreed, goods supplied for export will be supplied EXW.  
(d) Failure to receive the goods: If no person is available to receive the goods, when we tender delivery of the goods, we may at our option (1) leave the goods at or immediately outside the delivery address, or (2) return the goods to our premises, in which case you must pay for the cost of returning the goods to our premises and storage of the goods, and (at our option) either collect the goods from us, or pay for the goods to be redelivered by us at another time. In either case, risk in the goods will be deemed to have passed to you at the time we tendered delivery of the goods. If, within 10 working days of our initial attempt to deliver the goods you have not collected them or paid for them to be redelivered, we may resell or otherwise dispose of them and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the goods or charge you any shortfall below the price of the goods.  
(e) Inspection: You shall inspect the goods immediately upon receipt and we shall not be liable for defects, damage, shortages or losses in respect of the goods discoverable on reasonable inspection, unless you notify us of the same within 3 days after receipt. Our liability for shortages, defects, losses and damage with respect to the goods, shall in all circumstances, be limited to (at our option) making good the shortage, defect, damage or loss, by repair, replacement or re-supply, or repaying to you any amounts paid by you for the goods in question.

### 3. PAYMENT

(a) VAT: The price and hire charges are exclusive of VAT, which will be charged at the prevailing rate.  
(b) Time for payment: Time for payment shall be of the essence of the contract. You shall pay all costs, losses and expenses we suffer or incur as a result of late payment or non-payment of the price or any hire charges.  
(c) Security for payment: We reserve the right at any time at our discretion, to demand security for payment before continuing with an order or delivering the goods or any instalment of the goods.  
(d) Price Changes: We reserve the right to vary the price of goods by any amount attributable to a change in or insufficiency of your instructions, or to any variation in the manufacturer's list price of such goods occurring after the date of order and before the date of delivery or collection by you.

### 4. WARRANTY

(a) Scope of Warranty: The goods and/or services are supplied strictly on the terms that you have satisfied yourself of their suitability for your purposes. We give no warranty with respect to the goods and/or services save as set out in this paragraph and those which are implied by law and which cannot lawfully be excluded. We shall provide such warranty with respect to material defects in the goods as has been provided to us by the manufacturer of the goods, on such terms and for such periods as set out in such warranty.  
(b) Notification of Claims: You must make any claim under a warranty within 7 days after discovery of any defect in the goods giving full particulars of your claim, and (at our option) return the goods to us or permit us to inspect the goods.  
(c) Our Liability: You shall give us a reasonable opportunity to correct any breach of warranty, and in rectifying any breach we may (at our option) repair or replace any goods or services. Alternatively we may elect to refund to you any amounts paid by you for the goods or services. These remedies shall be our only liability for breach of any warranty. You shall be responsible for the cost of opening up any premises or structure required enabling us to repair or replace any goods.  
(d) False Claims: We may, at our option, for all inspections, work, costs and expenses carried out in respect of any claimed breach of warranty if it is subsequently not proved to be a breach of warranty.  
(e) Warranty Exceptions: We shall not be liable under any warranty in respect of any matter, circumstance, malfunction, fault or damage (1) discoverable on inspection at the time of delivery or acceptance of any goods; or (2) resulting from or constituting normal deterioration or wear and tear; or (3) resulting from any modifications, alterations, additions, maintenance or repairs to the goods made by any person other than us; or (4) resulting from misuse of the goods or failure to handle, store, install, use, treat, maintain or repair the goods with reasonable care and in accordance with any instructions provided by us. All warranties and conditions with respect to the goods shall cease to apply once they have been modified or processed by you.  
(f) Exclusion of Implied Warranties: All warranties, terms or conditions implied by statute, common law, custom or otherwise as to the condition or quality of the goods, or fitness for purpose of the goods, or correspondence of the goods with any sample or description, are hereby excluded.

### 5. RETENTION OF TITLE

Notwithstanding that we are selling goods, and not where we are hiring goods, title to the goods shall pass to you only when you have paid in full for all goods supplied under the contract, and all other sums which are or which become due to us from you on any account and until then title is retained by us. Until title has passed, (1) you shall at your risk and expense insure all goods supplied by us from the date of delivery for their full replacement value against all the usual risks and keep all goods safe and in good condition, stored separately and clearly identifiable as our property with all identifying marks intact and legible, (2) you may use or sell the goods in the ordinary course of your business, (3) if you resell the goods, you hereby declare that you hold any proceeds received from the sale of the goods in trust for us absolutely up to the amount of the price, (4) we may at any time enter your premises for the purpose of inspecting the goods and identifying them as our property, (5) your power of use or sale of the goods shall terminate immediately on notice from us or on termination of the contract by us or automatically if any of the events referred to in clause 13 of Part A or clause 8 of Part B occurs in respect of you.

### 6. LIMITATION OF LIABILITY

(a) Liability which is limited: We limit and/or exclude in these conditions our liability to you for or arising out of (1) any breach of the contract or any warranty or collateral agreement, (2) negligence or breach of statutory duty in performing or in connection with the contract, (3) the acts or omissions of our officers, employees, agents or contractors, (4) misrepresentation (other than fraudulent) in connection with the contract, in each case whether such liability is in contract, tort, statute or otherwise howsoever arising (our "default liability").  
(b) Liability Limit: Our total default liability to you shall be limited in aggregate for all events and circumstances giving rise to such default liability to the price or the total amount of the hire charges (as the case may be).  
(c) Excluded Loss: We exclude our default liability to you for (1) any loss of profit, use, bargain, anticipated savings, data, revenue, production, business, goodwill or contract, any increased, wasted or reliance costs or expenditure, (2) any liability of yours to any third party, and (3) any consequential, indirect or special loss.  
(d) In the event that the limitation of liability under clause 6(b) above is found, by a court of competent jurisdiction, to be unenforceable our default liability shall be limited to the level of our insurance in relation to the relevant claim.

### 7. YOUR LIABILITY

(a) Product Risk: You shall indemnify us and keep us indemnified against all costs, expenses, liabilities, claims and/or proceedings whatsoever in respect of any death or personal injury or damage to or loss of property (other than the goods themselves) arising out of a defect in the goods, or any non-conformity of the goods with the requirements of the contract or any warranty (including, without limitation, all liabilities incurred under the Consumer Protection Act 1987), or arising out of the delivery, use, non-use, repossession, collection or return of the goods or any part of them, except to the extent due to our negligence.  
(b) Employee Claims: You must indemnify us for any claims made against us as result of any death or personal injury suffered by our employees whilst on your premises or assisting you to load or unload the goods.

### 8. TERMINATION

As an additional ground of termination, we may terminate the contract immediately if you are a sole trader, partnership or company, and you (or any partner if a partnership) become unable to pay your debts or are liquidated, wound up or have a petition for winding-up presented against you, or pass a resolution for winding up, or a petition for the appointment of an administrator is presented against you, or you have a receiver or administrative receiver appointed in respect of all or any of your undertaking or assets, or are subject to an interim order, or commit any act of bankruptcy, or make any arrangement or otherwise compound or compromise with your creditors or if you cease or threaten to cease trading.

### 9. GENERAL

(a) Notices: Notices in relation to the contract shall be in writing and be sent by hand or first class post, to the address of the other party stated in the contract or such other address as either party may notify to the other for notices. Nothing shall be considered to be received: if sent by hand, on delivery; if sent by post, on the second day from and including the day of posting.  
(b) Rights of Entry: Where we have a right to inspect, repossess or do anything else in relation to any goods in your possession or control, you hereby authorise us to and you shall procure that we shall have the right to enter upon any premises where we reasonably believe those goods are for the purposes of exercising such rights.  
(c) Recovery Costs: You shall pay to us all costs and expenses (including legal costs) incurred by us to enforce payment of any amounts payable by you under the contract, and to recover any goods in which we retain title or which you fully fail to return to us when obliged to do so.