RACKLINE STORAGE SYSTEMS

STANDARD TERMS AND CONDITIONS

Save as expressly stipulated otherwise in writing, our contracts are governed by the general terms set forth below, which are strictly applicable. In contracting with us, the purchaser is deemed to waive his own general terms of purchase, except insofar as they may be compatible with our general terms.

1. The handing over of our prices, rates and terms of sale do not represent an undertaking to contract as far as we are concerned and cannot commit us. Our representatives, intermediaries, agents and personnel members are not qualified to commit us. We are not bound other than by written acceptance of an order, which acceptance must be signed by a person authorised to sign on behalf of the Company.
   The client, on the other hand, is committed as soon as he has signed or contracted with our agents, intermediaries, representatives or personnel members. Failing any protest on the client's part within five days after their despatch, order confirmations will have contractual status and the client may not claim that they are inconsistent with the real position as regards the order.

2. Save as expressly stipulated otherwise, delivery periods are quoted as an indication only. It follows from this, in particular, that in the event of these periods not being adhered to, the purchaser may not cancel the contract, nor claim any damages or interest, nor otherwise seek redress at our expense.

3. The quoted prices are valid for a period of 30 days from the date of quotation provided that we shall be entitled to modify our quoted price at any time up to the date of delivery to the extent necessary to reflect increases in the cost of raw materials, the level of wages, the cost of transport, insurance, social contributions, exchange rates, import duties and others etc., which go to make up the cost price.

4. Any goods delivered within a period of ten working days after notification of their availability will be invoiced for holding at the purchaser's disposal, without prejudice to our right to ask for legal cancellation of the contract. Storage Costs which may not be less than 1% per 15 days' waiting period, will be debited to the client's account.

5. Any claim concerning any deficiency or apparent defect must be sent to us by the client by registered letter within 24 hours after delivery. Once this period has elapsed, the client will no longer be entitled to put forward any claim whatsoever. Quantity or choice in the order (in part or whole) is the responsibility of the Client. After delivery we cannot accept returned goods because the Client has subsequently decide they are no longer required.
   We guarantee the goods sold by us against any hidden defects for a period of twelve months from the date of delivery, provided that the purchaser used them in normal manner and in accordance with the specifications made available.
   This guarantee only applies to the replacement of any parts which are recognised to be defective. Our liability may in no circumstances be involved in the event of any accident or of any damage caused to persons or object whether direct or indirectly. We accept no responsibility for any calculations, plans, drawings etc., which have not been prepared by us, nor any assemblies effected by the clients. Furthermore, any modification made to the equipment by the purchaser or a third party automatically rules out any liability. Rackline do not accept under any conditions liquidated or ascertained damages or collateral warranty.
   In the event of any dispute, the costs of any expert survey or verification of calculation notes will solely be chargeable to the client.

6. The goods covered by this order remain our exclusive property up to the time when the purchaser has fully discharged his obligations towards us, both as regards principal amount and interest and costs. It follows this, in particular, that the purchaser may not, up to that time, either re-sell the goods or put them into operation, save as expressly stipulated otherwise and agreed to by us.

7. Save as expressly stipulated otherwise and agreed to by us, the equipment purchased must be paid for nett 28 days from date of invoice, without any discount or deduction whatsoever. Minimum order value is £100 excluding VAT. Failure to complete payment within stipulated timescales will result in the product warranty being void. **Retentions are not accepted as a 12 month warranty period is offered.**
   Any amount due and not paid on its due date will, as of right and without any notification being required, bear interest equivalent to the official bank rate plus 2%. Independently of such conventional interest on arrears, any amount not paid within three weeks after its due date will, also as of right and without any notification being required, be increased by a flat-rate indemnity equivalent to 10% of the unpaid amount.

8. In the event of failure by the purchaser to meet any one of his obligations, e.g. refusal to take delivery of the equipment purchased, non-payment on the date, etc., we shall be entitled, if we so desire, to cancel the contract if it has not as yet been fully executed. In that case, it shall be cancelled as of right and without any warning, by simple notification of our intent by registered letter, and an amount equivalent to 30% of the total price of the order shall by payable to us by the purchaser by way of indemnity.

9. If the product is manufactured and the buyer reschedules the delivery and / or installation, the buyer will be invoiced for the entire amount (less delivery and installation). Storage costs of 10% of the contract value per month will be charged.

10. Any designs, models, plans, drawings, samples, photographs, collections, etc., remain our property at all times and must be returned to use on demand. They may not be entrusted or handed over to third parties, even in the form of copies.
    If no comment is made on the plans for execution (i.e. of the order) within 48 hours, they will be considered to have been accepted. Any subsequent modification will involve a revision of the price as well as of the delivery period.

11. If acceptance testing of the installation by a supervisory body is required, the costs of this formality are chargeable to the client.
    Unless otherwise stated this quotation does not include for:-
    a) The clearing or preparation of site; or
    b) The provision of scaffolding or hoists; or
    c) The unloading of any materials at site, or transportation to a covered, waterproof and secure storage area (which is to be within 50 feet of the proposed erected position in the same floor, when erection is undertaken by the Seller).
    d) Any work necessary at the site after the Sellers materials have been erected.

In all cases it is the Buyers responsibility to ensure that the walls, floors, fabric, roof and structure of the building are adequate to withstand the load imposed by the Sellers structure or equipment, and the Sellers accept no liability in this respect whatsoever.
Where the Sellers undertake erection, the Buyer shall provide all necessary facilities including suitable access of the site, proper foundations ready for the plan when delivered, adequate lighting and suitable protection. Such work as shall be necessary for the due performance by the Sellers of a contract shall be carried out by the Buyer in due time and any increase in cost caused by delay, interruptions, overtime mistake or any other hindrance by reason of such other work shall be added to the contract price. All electrical supplies and other necessary facilities needed for testing, and starting plant shall be supplied by and at the expense of the Buyer.
It will be necessary for the Buyer to carry out all electrical wiring work between their mains and motors, starters and other electrical apparatus supplied by the Sellers. In the case of contracts for mechanical handling equipment requiring electrical apparatus the Sellers include for the supply if the necessary electric motor, but they do not include for the supply of the starter or control gear unless specifically stated.
It shall be the responsibility of the Buyer to obtain all necessary permissions and licences and to conform to the provisions of Acts of Parliament and to any bye-laws for the time being in force affecting any works of construction under a contract and the Buyer shall pay an indemnify the Seller against all fees payable in connection therewith.
After acceptance of an order by the Sellers, an order may not be cancelled or varied without their written consent which in their discretion may or may not be given.

Site Requirements
The site will be clear and level and will be provided with adequate lighting and power supply. The installation operatives will work from 8.00am to 6.00pm each day during normal working hours.

There must be a clear site access for Large Goods Vehicles of 32' minimum length and clear access throughout the premises for shelving sections of 3 metres in length. Whilst unloading and installing the installation operatives shall have priority use of lifts, corridors and the installation area.

The client will provide the means by which the installation operatives may dispose of packaging/surplus materials.

Clients should be aware that unfortunately there is always a level of noise associated with the installation of our storage systems which cannot be avoided. Whilst we shall do all we can to minimise noise, we would be grateful if you would pre-warn those to be affected of the scale and duration of the installation.

Rackline cannot be held responsible for damage to pipes, wiring, etc. or problems resulting from their being damaged where these items are beneath the floor or floor covering and not visible to the naked eye.

Floor Requirements
Mobile systems can be installed on most floors subject to overall loading restrictions. Irregularities in the level of the floor can often be overcome during track laying by using jacking screws to level the track. In this quotation, it is assumed that the maximum height of the track shall be no more than 50mm above the existing floor level. Floors which have sharp irregularities in them may require a higher track fixing and this will involve additional levelling grout and additional jacking studs, which will be charged as an extra.

It is assumed that the floor is sound with no loose material below the surface and capable of taking an expanding floor anchor without crumbling or cracking. Asphalt floors may require channels cut in them to provide the levelling grout with a good surface on which to key.

Job Completion
On completion, all debris and surplus material (resulting from Rackline operations) will be removed to the client's waste disposal area and the site left clear; excluding the clearing of debris caused by others. We have not allowed in our proposal any costs for cleaning down the installation after completion. Neither have we allowed for the protection of our works from damage by other trades or contractors.