

Units 8 & 9
Ram Hill Business Park
Coalpit Heath
Bristol
BS36 2TX
United Kingdom



www.pitchmarkltd.com
sales@pitchmarkltd.com
+44 (0) 1454 776666

The Future of Line Marking

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller.
Price	the price for the Goods, excluding VAT (where applicable) and any carriage and insurance costs.
Seller	means Pitchmark Ltd of Units 8 & 9, Ram Hill Business Park, Coalpit Heath, Bristol, UK, BS36 2TX.

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of Mark Rodman or Susan Rodman on behalf of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

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7 Soundwell Road
Staple Hill
Bristol
BS16 7QG
United Kingdom

Company Number:
717855
VAT Number:
GB 996 8809 30



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3. Price

- 3.1 The Price shall be relevant to the agreed Price Bracket on the current Price List, and will be quoted on the Seller's confirmation of order.
- 3.2 The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice, where applicable.
- 3.3 Prices are fixed in GBP Sterling unless otherwise agreed.

4. Payment and Interest

- 4.1 Payment of the Price and VAT (where applicable) shall be due within 30 days of the date of the Seller's invoice, unless agreed otherwise.
- 4.2 The Seller reserves the right to charge interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.4 Should the Seller need to engage the services of a law firm, solicitor, or other company to assist in the collection of payments from the Buyer, the Buyer agrees to pay the Seller the full costs accrued for such services.

5. Goods

- 5.1 Orders must be sent in writing to the Seller, via email or through our online 'Distributor Store'.
- 5.2 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 5.3 Once confirmation of order has been sent to the Buyer from the Seller, any amendments or changes requested by the Buyer may be subjected to additional charges.

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6. Warranties

- 6.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order.
- 6.2 Goods supplied by the Seller include a full manufacturer's warranty for a period of 12 months from the date of manufacture.
- 6.3 The Seller is not liable for any faults, defects or damages caused by general wear and tear or operator error.
- 6.4 The use of non-Seller paints in Seller machines will void the warranty on Seller machines.
- 6.5 The Seller reserves the right to change warranty specification without prior notice.
- 6.6 In the event of a defect arising with the Goods within 12 months of the date of manufacture, the Seller may request Goods to be returned to them as soon as is reasonably possible for testing. If fault proven to be that of Seller, the Seller will reimburse the Buyer any fees or charges accrued from transport, and will exchange or replace Goods.

7. Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch standard stock Goods within 10 working days from the date of order, but does not guarantee to do so. Non-stock Goods or special requests will take longer. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

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- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.
- 7.5 For orders placed through our webshop www.pitchmark.co.uk with 'UK Standard' or 'Free Shipping' selected, we aim to deliver within 3-5 working days from the date of order but cannot guarantee this. When 'UK Next Day' is selected and the order placed before 12pm on a working day we endeavour to dispatch same day via UPS on a next working day service.

8. Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in

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10. Carriage of Goods

- 10.1 Standard carriage will be arranged by the Buyer unless otherwise agreed.
- 10.2 Where the Seller is responsible for arranging carriage, administration fees will be charged to the Buyer.
- 10.3 Where the Seller is responsible for arranging carriage, special instructions for carriage or delivery must be confirmed by the Buyer at the point of written order, and will be confirmed in the Seller's confirmation of order.

10. Intellectual Property Rights

- 11.1 The Buyer recognizes the validity and the ownership by the Seller of its intellectual property rights regarding the Designs of the Products, including any applicable patents and utility models used in connection with the manufacture and commercial use of the products and the copyright and design of the individual products as well as all other products from the Seller made available to the Buyer.

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