

**TERMS AND CONDITIONS OF SALE  
BUSINESS TO CONSUMER (REVISION 1<sup>st</sup> February 2014)**

**Your attention is in particular drawn to the provisions of conditions 12.2 and 12.3.**

The following Terms and Conditions set out the terms on which we supply any of our goods to you. As these are legal conditions it is important that you read and understand the Terms and Conditions and how they relate to you before entering into any contract with us. If you are uncertain as to your rights under them or you want any explanation about them please contact us by either writing to Tuffa UK Limited, Dovefields Industrial Estate, Derby Road, Uttoxeter, Staffordshire, ST14 8SW, telephoning 01889567700, emailing [sales@tuffa.co.uk](mailto:sales@tuffa.co.uk) or faxing 01889567600. You should only enter into a contract with us if you wish to be bound by the Terms and Conditions set out below.

**Nothing in these Conditions affects your statutory rights as a consumer.**

#### 1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words have the following meanings:

**Contract:** means the contract between You and Us for the sale of the Goods which is subject to these Terms and Conditions;

**Goods:** means any goods We agree to supply to You such as, but not limited to, all types of storage tanks, storage units, Tuffa Kabinis, ancillary equipment and fittings;

**We, Us, Our:** means Tuffa UK Limited, company number 544911, whose registered office is at Dovefields Industrial Estate, Derby Road, Uttoxeter, Staffordshire, ST14 8SW;

**Website:** means [www.tuffa.co.uk](http://www.tuffa.co.uk) or such other website as We may operate from time to time;

**Working Day:** means any day other than a Saturday, Sunday or a public holiday in the United Kingdom;

**You, Your, Yourself:** means the individual who purchases the Goods and whose use of the Goods is for personal purposes only and not for use in connection with any trade, business or profession.

#### 2. Application of Terms

2.1 These Terms and Conditions apply to all Our sales to You unless We agree any variation to these Terms and Conditions in writing. By entering into a Contract with Us You agree that no other terms and conditions will apply to this Contract (including any terms and conditions You attempt to apply under any purchase order, confirmation of order, specification or other document).

2.2 Please do not rely on promises or claims which are not confirmed in writing or which are made by anyone other than Our authorised agents. Nothing in this condition shall exclude or limit Our liability for false statements which We make knowingly or recklessly.

2.3 You can place Your order with Us in any of the following ways:

(a) by telephoning Us on 01889567700;

(b) by emailing Us at [sales@tuffa.co.uk](mailto:sales@tuffa.co.uk) or such other e-mail address as is provided to You by Our authorised representative;

(c) by speaking to one of Our authorised representatives;

(d) by writing to Us at Dovefields Industrial Estate, Derby Road, Uttoxeter, Staffordshire, ST14 8SW;

or

(e) by faxing 01889567600.

2.4 Any order You place using any of the above methods will be regarded as a contractual offer by You to buy the Goods subject to these Terms and Conditions. All orders are subject to acceptance by Us, and We will confirm such acceptance to You by sending You a written acknowledgement of order by e-mail, fax or post or, if earlier, by delivering the Goods to You. There will be no Contract until We send You this written acknowledgement of order, or, if earlier, when We deliver the Goods to You.

2.5 You must ensure that any order You give and any applicable specification(s) are complete and accurate and that You indicate accurately the place of delivery in Your order if relevant. You must also provide Us with accurate written details about the type and grade of products You intend to store in any tank ordered.

#### 3. Description

3.1 The quantity and description of the Goods shall be as set out in Our written acknowledgement of order, or, in the absence of any written acknowledgement of order, as agreed between Us.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained in Our catalogues or brochures are issued or published for the sole purpose of giving You an approximate idea of the Goods described in them.

#### 4. Right to Cancel

4.1 Subject to condition 4.2 if You place Your order over the telephone, or by e-mail, fax or post, You have the right to cancel the Contract for any reason within the period of seven Working Days beginning on the day after You receive the Goods.

4.2 You cannot cancel Your order if the Goods You Order are made to Your own specification or are personalised.

4.3 If You wish to cancel Your order in accordance with condition 4.1 You must inform Us in writing by e-mail, fax or post using the contact details set out at the start of these Terms and Conditions quoting Your order number. If You notify Us of Your intention to cancel over the telephone You must confirm this in writing.

4.4 If You cancel the Contract You must return the Goods to Us immediately, in the same condition in which You received them, at Your own cost and risk. You have a legal obligation to take reasonable care of the Goods while they are in Your possession. If You fail to comply with this obligation, We may have a right of action against You for compensation.

4.5 If You notify Us that You are cancelling Your order, We will refund any price You have paid under condition 9 as soon as possible and in any event within 30 days.

#### 5. Delivery of Goods

5.1 Unless We agree to deliver the Goods to You, You shall collect the Goods from Our place of business. If We agree to deliver the Goods to You, the Goods will be delivered to the address You specify at the time You place Your order.

5.2 If You are to collect the Goods from Us, You must collect the Goods within such period as is agreed between You and Us.

5.3 We will deliver the Goods to You within the time periods set out in Our written acknowledgement of order, or, in the absence of any written acknowledgement of order, as agreed between Us.

5.4 You acknowledge and agree that delivery may take longer than 30 days, particularly in the case of bespoke orders.

5.5 If We are not able to deliver the Goods within the time period We have agreed with You, We will contact You and try to agree an alternative date for delivery with You. If You do not wish to agree to a new date for delivery You can cancel the Contract and We will refund any money paid to Us as soon as reasonably possible and at the latest within 30 days.

5.6 We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

5.7 If the Company or its carrier is transporting the Goods the Company will deliver them to the Delivery Address. The Customer will ensure that adequate means of access are available and will provide all necessary facilities at the Delivery Address for unloading the Goods and will indemnify the Company from and against the indemnified Matters under or in respect of access and unloading operations.

5.8 In the event of adverse weather conditions, site restriction or access or hold up by the Customer/end user whereby off loading facilities arranged cannot be carried out, the Company will not be liable for such charges or re-charges which will be the responsibility of the Customer/end user.

#### 6. Your Responsibilities

6.1 You agree to ensure that, in cases where We are to deliver the Goods to premises specified by You:

(a) You clearly notify any special delivery instructions at the time You place Your order;

(b) reasonable and safe access is provided to Us; and

(c) You pay any agreed delivery charge at the time of delivery.

6.2 Please inspect and examine the Goods as soon as reasonably possible after delivery and notify Us of any fault or damage as soon as reasonably practicable.

#### 7. Metal tanks

7.1 Unless We agree otherwise with You in writing, We will apply a primer to metal tanks but will not apply any further coats of paint to such Goods. It is Your responsibility to apply such further coats of paint as are necessary to protect and finish the Goods using paint of an appropriate specification bearing in mind the intended location of the Goods. We do not accept any responsibility for damage caused to Goods as a result of Your failure to comply with this condition.

7.2 If We agree, at Your request, to apply any additional coats of paint to metal tanks other than primer, We may make an additional charge for this service at such cost as We notify to You. You must provide Us with accurate details of the paint specification required and must satisfy Yourself that such paint is appropriate bearing in mind the location at which the tank will be sited.

#### 8. Risk/Title

8.1 As soon as We have delivered the Goods to the address You ask Us to deliver to, the Goods will be at Your risk and You will be responsible for their safe keeping. You should make sure that You are

adequately insured against any damage or loss which may occur.

8.2 We shall retain ownership of the Goods until You have finished paying for them in full (in cash or cleared funds).

8.3 Until ownership of the Goods has passed to You, You shall:

(a) hold the Goods on Our behalf;

(b) store the Goods (at no cost to Us) separately from all other Goods of You or any third party in such a way that they remain readily identifiable as Our property; and

(c) keep the Goods in a satisfactory condition.

#### 9. Price

9.1 Unless We agree otherwise in writing, the price for the Goods shall be the price as notified to You before the Contract is formed and as set out in Our written acknowledgement of order or otherwise notified to You in writing and shall be inclusive of Value Added Tax (VAT). The price of any delivery costs will also be as set out in the written acknowledgement of order or otherwise notified to You in writing.

9.2 Whilst We try to ensure our pricing information is accurate, if an error is found in the pricing of Your order We will inform You and give You the option of reconfirming Your order at the amended price or cancelling the Contract.

#### 10. Payment

10.1 Payment must be made in accordance with the payment terms set out in Our written acknowledgement of order or, if no payment terms are specified, within 7 days of invoice. We will usually require payment on collection/delivery but may require payment in advance in some instances. If Your order is personalised or bespoke We will require a deposit or full payment in advance. Payment by credit card will attract a surcharge; there is no charge for debit card payments.

10.2 Time for payment shall be of the essence.

10.3 No payment shall be deemed to have been received until We have received cleared funds.

10.4 If You fail to pay to Us any sum due under the Contract on the due date for payment, You will be liable to pay interest to Us at the annual rate of 3% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made.

#### 11. Quality

11.1 Where We are not the manufacturer of the Goods, We will, if possible, transfer to You the benefit of any warranty or guarantee given to Us by the manufacturer.

11.2 We promise that any Goods purchased from Us are of satisfactory quality and reasonably fit for all the purposes for which goods of that kind are commonly supplied and conform with the Contract at the time of delivery. In addition, We promise that all Goods manufactured by Us will be of satisfactory quality and reasonably fit for purpose for a period of 12 months from delivery.

11.3 We will not be liable for a breach of the warranty set out in condition 11.2 if:

(a) the defect arises due to inadequate installation or maintenance or because the Goods were not installed by a suitably competent person registered in a recognised industry competent persons' scheme; or

(b) the defect arises because of a failure to follow Our oral or written instructions as to the handling, storage, installation, commissioning, use or maintenance of the Goods; or

(c) the defect arises because the Goods in question have not been serviced and maintained properly or in accordance with Our recommendations or have been fitted with any parts, components and/or accessories other than those manufactured or recommended by Us; or

(d) the defect has been caused or is attributable to accidental use, mis-use, negligent use or use contrary to Our recommendations; or

(e) the defect is caused by overfill.

11.4 If We break any of the promises set out in condition 11.2, and subject to condition 11.5, We will either repair or replace such Goods or provide You with a partial refund (if You have already had some benefit from the Goods) or a full refund (if You have enjoyed no benefit from the Goods). If We provide You with a remedy in accordance with this condition You will not be entitled to any further remedy under the terms of Our extended product guarantee.

11.5 If You wish to make a claim for defective Goods in accordance with this condition You must notify Us as soon as possible and if We request You to do so, return the Goods to Us at Your cost or allow Us to examine the Goods at the location at which they were situated. If We have broken any of the warranties set out in condition 11.2 We will refund any reasonable costs you have incurred returning the Goods to Us. If the results of any examination or inspection of the Goods carried out in accordance with this condition show that We have not broken any of the warranties set out in condition 11.2 We shall be entitled to make a reasonable charge to cover any costs We have incurred carrying out an inspection of the Goods including travel and labour costs.

11.6 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period.

11.7 In addition to the warranty set out above We guarantee the bund of bundled tanks manufactured by Us against faulty workmanship and materials for the period and on the terms set out in the product guarantee supplied with such Goods. This guarantee is issued in addition to and not in substitution to Your statutory rights relating to faulty or misdescribed Goods.

#### 12. Limitation of Liability

12.1 Nothing in these Terms and Conditions excludes or limits Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

12.2 Subject to condition 12.1 Our total liability to You for losses You suffer as a result of Us breaking these Terms and Conditions, is limited to 300% of the price of the Goods You purchased and any losses which are a foreseeable consequence of Us breaking the Contract. Losses are foreseeable when they could be contemplated by You and Us at the time Your order is accepted by Us.

12.3 Subject to condition 12.1, We shall not be liable to You under the Contract for:

(a) any loss or damage caused by Us, Our employees or agents in circumstances where there is no breach of a legal duty of care owed to You by Us or by any of Our employees or agents;

(b) any loss or damage caused by Us, Our employees or agents in circumstances where such loss or damage is not a reasonably foreseeable result of Our breach;

(c) any loss caused by Your own fault, or by a third party or as a result of You breaching these Terms and Conditions, for example where the Goods have not been adequately installed or maintained or where You have stored products in a tank which is not intended for that type of product;

(d) any financial indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and Us (such as loss of profits or loss of opportunity and business losses).

#### 13. Events Beyond Our Reasonable Control

We reserve the right to cancel the Contract (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to events beyond Our reasonable control including, for example, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, You shall be entitled to give notice in writing to Us to bring the Contract to an end.

#### 14. Breach of Contract/Termination

14.1 We shall have the right at any time and for any reason to immediately bring the whole or part of the Contract to an end by giving You written notice, without liability to You, if:

(a) You commit a serious breach of any of these Terms and Conditions; or

(b) You have a bankruptcy order made against You or Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You.

14.2 If this Contract ends it will not affect Our right to receive any money We are owed under the conditions of this Contract and all Our rights and duties which exist immediately before the Contract ends shall remain.

#### 15. Communications

15.1 All communications between You and Us about the Contract should be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or email using the contact details set out at the beginning of these Terms and Conditions.

#### 16. General

16.1 If any provision of the Contract is found by any court, or other body to be unenforceable this provision will be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

16.3 We will try and solve any disagreements quickly and efficiently. The Contract will be governed by English law and any dispute arising from, or related to, the Contract will be subject to the non-exclusive jurisdiction of the courts of England and Wales.