

GUARANTEE

We guarantee our products to be free from defects due to faulty material or bad workmanship for a period of 24 calendar months. The period of the guarantee commences from the date of delivery to the Purchaser or a delivery address requested by the Purchaser. Our liability is limited to the repair or replacement at our option, of parts found defective within the prescribed period arising solely from faulty material or bad workmanship, in products properly used solely for the purpose for which they were intended, and not due to wear and tear, misuse, neglect, improper adjustment or water ingress under any circumstances, and maintained in line with the maintenance instructions and/or service recommendations, and/or calibration requirements. Hoses, cables, bulbs and all consumables are entirely excluded from this guarantee.

Any product alleged to be defective should be reported immediately. If we accept liability the product will be repaired or replaced. We are in no circumstances liable for any consequential or other loss or damage arising through any defect in our product, in lieu of any express or implied statutory or other warranties, guarantees, conditions or liabilities (whether as to fitness, quality, standard or workmanship or otherwise) which are excluded, the following provisions shall apply:

- (a) The Purchaser shall not be entitled to rescind the contract or claim damages on any grounds whatsoever as to the suitability of the goods for any particular purpose, and the Purchaser assumes responsibility for the capacity and performance of the goods being sufficient and suitable for his purpose. The Purchaser agrees and confirms that no statement or representation has been made by Boston relating to the goods to be supplied under the contract, or, if any has been made, has not relied on it.
- (b) Boston's liability in respect of any defect whether of quality, suitability or performance or otherwise in any goods supplied or for any loss, injury or consequential damage attributable thereto is limited to the terms of this guarantee and the Purchaser hereby acknowledges this to be a condition of purchase.
- (c) This guarantee does not apply should equipment be operated or stored under adverse conditions unless specified in the relevant equipment leaflet/manual. The above guarantee is given in lieu of all other terms, conditions, warranties, guarantees, undertakings and representations, express or implied.

DESIGN

We reserve the right to alter the design or construction of the equipment at any time without notice.

LAW OF CONTRACT

All contracts for the sale of the company's products shall be deemed to be made and executed in England, and the same shall be construed, performed and enforced in accordance with English law and the parties submit to jurisdiction of the English Courts. The application of the Uniform laws of International Sales shall be excluded. This condition shall not prevent Boston instituting proceedings in the Courts of any other country to enforce a contract against the customer.

DELIVERY

Delivery dates, given in good faith, are approximate and reflect conditions prevailing at that time. No liability can be accepted arising from delays in delivery, irrespective of the cause of any such delay.

CANCELLATION AND VARIATION

Orders once accepted by us are binding and cannot be cancelled or varied unless we at our discretion accept the cancellation or variation.

TERMS

Quotations given are for acceptance within 30 days and are subject to revision should the state of the raw material market or other circumstances render this action necessary. Orders, whether received as a result of a quotation or not, can only be accepted for execution at prices ruling at date of despatch.

PAYMENT

Our terms are net cash and payment is due on presentation of invoice. Where we have agreed to open an account with the Purchaser, invoices are due for payment at the end of the month following the date shown on the invoice, and should be settled net each month.

VALUE ADDED TAX

VAT is not included in our prices and will be shown separately on all invoices at the rate ruling at the date of despatch.

CARRIAGE

Boston will pay carriage on individual items over £1,000 delivered to UK Mainland, and for all other deliveries carriage may be charged at our discretion.

PACKING AND UNLOADING

It is the customer's responsibility to off-load the lift or lifts / brake testers or any other heavy goods as ordered from the delivery vehicle on arrival. The use of a forklift truck is advisable. Damages or shortages must be signed for as such and claim made on the carriers, in writing, within 3 days of delivery. Where a recognised delivery agent is used the driver must be notified at the time of unloading and the consignment note marked to indicate the damage or shortages. The practice of signing for the goods "not examined" does not absolve the purchaser from this condition. The consignee is responsible for unloading, and or all equipment, except where pre-arranged with Boston prior to despatch.

PASS OF RISK

The risk in the goods shall remain with Boston until delivery to the Purchaser or his agent. In the absence of written notice from the Purchaser, as prescribed above, the goods shall be deemed to have been delivered complete and in satisfactory condition.

PASSING OF PROPERTY

Until such times as all sums due to Boston from the Purchaser in respect of goods delivered by either Boston to the Purchaser have been paid;

All goods delivered by Boston to the Purchaser or a delivery address requested by the Purchaser will remain the property of Boston to the extent that the whole legal and beneficial interest therein shall remain that of Boston.

SEPARABILITY

Any failure by Boston in respect of one delivery shall not entitle the Purchaser to treat the contract as repudiated, each delivery being, for such purpose, deemed a separate contract.

SITE WORK

It is a condition of sale that purchasers are deemed to have read and understood Boston's Site Work Agreement document BOS0268, and Site Readiness Declaration document BOS0267 whether or not this document which is available upon request, has been separately signed. Where site work is part of Boston's supply under a contract, it is the purchasers responsibility to obtain the above related document, available on Boston's website: www.boston-ge.com or from Boston Garage Equipment, 199 New Road Rainham Essex RM13 8SJ.

RIGHT TO TERMINATE

If the Purchaser or his customer breaks any of these conditions or becomes insolvent or subject to any law relating to bankrupts or being a corporation goes into liquidation, whether voluntary or compulsory or has a Receiver appointed over its assets, we may suspend deliveries, or by notice to the Purchaser, terminate the contract and such termination shall be without prejudice to any other rights or remedies to which Boston may be entitled.

All quotations and tenders are given and contracts are made subject to the above terms and conditions unless previously agreed in writing by an authorised officer of the Company.

These terms and conditions supersede all (or any other) terms and conditions appearing elsewhere and shall prevail over and exclude any course of dealing established between Boston and the Purchaser and any other terms and conditions stipulated or incorporated or referred to by the purchaser or his agent.

