

# TERMS OF BUSINESS

## FOR DRAPER STOCKISTS ONLY

### HOME MARKET

#### TITLE

- (i) DRAPER TOOLS LIMITED ("the SELLER") SHALL RETAIN OWNERSHIP OF ALL GOODS SUPPLIED UNTIL EITHER (a) all monies due and owing by the Buyer to the Seller are paid, or (b) the Buyer sells the goods in the ordinary course of its business, whichever shall occur first.
- (ii) If monies due to the Seller are unpaid, the Seller is hereby authorised by the Buyer, (without prejudice to the Seller's other rights), to enter the Buyer's premises during ordinary business hours to take possession of and remove such goods as have been supplied by the Seller as shall be found on those premises or otherwise in the Buyer's possession.
- (iii) For the purposes of this clause, a sale in the ordinary course of the Buyer's business shall not include a sale by a Receiver, Liquidator, Trustee in Bankruptcy, or a person in a similar capacity, and it is not the intention of the parties hereto, that any such person should be empowered to sell Draper goods save where all monies due and owing by the Buyer to the Seller have been paid.

#### PAYMENT

- (i) Credit account payment to be made by the 20th of the month following invoice date.
- (ii) Payment, in any case, shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved.
- (iii) Retail or Wholesale outlets wishing to open a credit account with Draper Tools Ltd should apply using a customer account application form available from your Draper Representative or Head Office. A credit account may be established (at Draper Tools' discretion) and a credit limit will be fixed at that time, following receipt of satisfactory references from your bank and two trade suppliers.
- (iv) Draper Tools Representatives are not allowed to collect payments and are not allowed to open new credit accounts.

#### CARRIAGE

- (i) UK mainland and Isle of Wight orders for tools over £100 nett of discount and VAT are delivered free of charge for carriage.
- (ii) Spare part orders over £50 nett of discount and VAT are delivered free of charge for carriage.
- (iii) Otherwise a packing and delivery charge of £5.50 for tools and £2.50 for spare parts will be made.
- (iv) Overnight or special deliveries are subject to additional charges.
- (v) Northern Ireland, Channel Islands and all other UK offshore islands orders for tools over £150 nett of discount and VAT are delivered free of charge for carriage. Otherwise a delivery charge will be made.
- (vi) Republic of Ireland orders for tools over €300 nett of discount and VAT are delivered free of charge for carriage. Otherwise a delivery charge of €20 will be made.
- (vii) For all other territories, please refer to our Export Price list.
- (viii) Orders despatched directly to your customers will incur additional charges. Please consult your local representative for more details.
- (ix) B2B orders have lower limits for carriage free delivery to UK mainland, Northern Ireland and Republic of Ireland.

#### DELIVERY

- (i) Any time or date for delivery named by the Seller is an estimate. Time is not of the essence of any contract.
- (ii) Deliveries may be wholly or partially suspended in the event of a stoppage, delay or interruption of work as a result of strikes, lockouts, trade disputes, breakdown, accident, or any cause whatsoever beyond the control of the Seller or Buyer respectively.

#### CONDITION OF GOODS

- (i) No warranty is provided or implied on the condition, life or suitability of the goods supplied for any particular purpose or for use under any specific conditions unless requested from, and confirmed by, the seller in writing.
- (ii) Goods represented by the Buyer or the Buyer's customer to be defective shall not form the subject of any claim for any loss, damage or expense whatsoever arising, either directly or indirectly, from such defects. If such goods are returned to the Seller via the Carrier delivering the goods and accepted by the Seller as defective, they will at the request of the Buyer and, if practicable, be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be grounds for cancellation of the remainder of the order or contract.

#### SHORTAGES, DAMAGE IN TRANSIT AND NON-DELIVERY

- (i) No claim for damage in transit, shortage, or loss of goods will be accepted unless a separate notice in writing is sent to the Carrier concerned, and to the Seller, on the date of delivery of goods. Verbal advice is helpful but not acceptable on its own. Therefore, the Seller must be advised in writing as stated above.
- (ii) In the case of non-delivery of goods, this must be advised to the Seller in writing within 14 days of invoice date.

The Buyer will be liable for payment for goods if the above conditions are not observed.

#### RETURN OF GOODS

Goods correctly supplied to the Buyer's order will not be accepted for return or exchange unless by prior agreement in writing and a handling charge will be made.

#### ORDER QUANTITIES

Where units of sale are shown, orders should be placed in multiples of these quantities. Where variations occur the quantities will be automatically adjusted up or down. Alternative items, of at least equivalent finish or quality, will be dispatched if the original item in the Seller's programme has been discontinued in favour of the replacement item, unless the customer specifically states that substitutes are not to be supplied.

#### PRICES

Prices shown in this catalogue cancel all previous prices wherever published and are stated nett of VAT and any charges applicable under the WEEE Directive. Prices charged will be those ruling at the date of despatch.

#### EURO PRICES

Euro prices, where shown in this catalogue, are for the use of customers outside the United Kingdom only. The Seller reserves the right without notice to issue a new Euro price list in the event that the Sterling/Euro exchange rate varies significantly.

#### STOCK NUMBERS & SIZES

When ordering, please state stock number, size and description. Where there is a conflict between stock number and description the stock number shall be assumed correct and the order will be accepted on this basis.

#### SPECIFICATION

Whilst every effort has been made to ensure the accuracy of the information given in this catalogue at the time of going to print, the Seller's policy of continuous improvement means the specification may be changed without notice. Buyers must ensure that goods are suitable for the purpose intended. Imperial dimensions shown as equivalents to metric sizes are approximate.

#### GUARANTEES (FROM DATE OF FIRST USER PURCHASE)

TYPE	PARTS	LABOUR
Air Tools (excluding Draper Expert Quality Air Tools and compressors)	6 Months	6 Months
Draper Expert Quality Air Tools, pressure washers, compressors, submersible water pumps, welding machines, space heaters, petrol power tools, generators and battery chargers	12 Months	12 Months
Honda and Briggs & Stratton petrol engines	24 Months	24 Months
All other power tools	24 Months	12 Months
All tools hired to third parties	3 Months	3 Months

#### All other tools described in this catalogue are guaranteed against faulty workmanship and/or materials for life.

Any power tool described above considered faulty must be returned to our warranty department at Hursley Rd, Chandler's Ford, Eastleigh, Hampshire, SO53 1YF. To arrange collection contact +44 (0)23 8049 4041 or +44 (0)23 8049 4046. Alternatively, it may be returned to our nearest authorised warranty repair agent if so directed by your Draper Tools representative. If the tool is found to be faulty, it will be replaced or repaired at the Seller's discretion free of charge.

Any other tool considered faulty must be returned to the Seller with a written statement confirming the fault. If the tool is found to be faulty, it will be replaced or repaired at the Seller's discretion free of charge.

These guarantees do not apply to normal wear and tear, nor any damage caused by misuse, careless or unsafe handling, alterations, accident, or repairs attempted, other than by authorised Draper warranty repair agents. These guarantees are in place of any other guarantee expressed or implied and variations of such guarantees are not permitted, but your statutory rights are not affected.

Draper Guarantees are only effective if the first user produces receipt or invoice to confirm first user's purchase within the appropriate guarantee period.

#### ALTERATION AND AMENDMENT OF THESE TERMS

These Terms of Business may only be altered with the written agreement of the Seller, authorised and signed by a Director of the Seller. The Seller reserves the right to amend its Terms of Business upon giving 28 days written notice of such amendment to the Buyer.

#### VALIDITY

If any section of these terms of business is held unlawful in any way, the terms of business shall be deemed to exclude such section and the remaining terms shall remain enforceable.

#### GOVERNING LAW

These Conditions shall be subject to and construed in accordance with English Law.

All prices exclude VAT. E. & O. E. Prices correct at time of going to press. The Seller reserves the right to change prices without prior notice. All photographs and text are included as a guide only, and do not necessarily represent the products on offer.

**Draper Tools Limited,**  
Hursley Road, Chandler's Ford,  
Eastleigh, Hampshire, SO53 1YF, U.K.  
Tel: +44 (0)23 8026 6355  
Fax: +44 (0)23 8026 0784  
e-mail: sales@drapertools.com



is a British trademark and is copyright.

#### ADVICE

##### IMPORTANT NOTE FOR RETAILERS

All tools in the Draper Tools range are designed for a specific purpose and job. However, many of these tools could be adapted to be, or could be, used as weapons. For this reason, the law states that such tools must not be sold to persons under age. With care, everyone can help uphold this necessary and sensible law.