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Don Ruffles Limited 138 Victoria Road, Horley, Surrey RH6 7BF
Tel 0845 5555 007 Fax 0845 5555 008

STANDARD TERMS & CONDITIONS OF SALE

1. BASIS OF THIS CONTRACT

In these conditions the "Seller" means Don Ruffles Limited or any of its subsidiary companies of 138 Victoria Road, Horley Surrey RH6 7BF and the "Buyer" means any person or corporate body placing an order with the Seller for the purchase of goods or the provision of services as from time to time agreed (together defined as "Goods"). In relation to the provision of services, reference to Goods shall be construed as references to services, references to delivery as reference to the time for performance, and references to the quality of Goods as references to the quality of the services, the materials used to perform them and the quality of the finished item or work.

2. QUOTATIONS

A quotation is for information only and is binding on the Seller only if and when to the extent that it is incorporated in an order which the Seller has accepted in writing. Any such order will be subject to these conditions of sale.

3. TERMS

- (a) All prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be the Seller's prices ruling at the date of despatch. The Seller shall be entitled to charge to the Buyer the amount of Value Added Tax for which the Seller shall be liable.
- (b) Goods will be paid for prior to despatch or if agreed by the seller in writing goods will be invoiced and paid for within 30 days from receipt of the goods.
- (c) The time of payment of the price shall be of the essence of the Contract.
- (d) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (i) cancel the contract or suspend any further deliveries to the Buyer; and (ii) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and (iii) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 (Four) per cent per annum above Bank of England base rate from time to time, until payment in full is made.

4. DELIVERY

- (a) Unless otherwise agreed in writing the Buyer shall be bound to accept goods ordered by him on notification that they are ready for delivery. If the Buyer fails to take delivery the Seller shall have the exclusive option - (i) to re-sell the goods and charge the Buyer for any shortfall below the price under the Contract OR (ii) to invoice the goods whereupon payment in full shall become due forthwith. The Buyer shall be liable for the insurance of such goods from the date in which he is notified that the goods are ready for delivery onwards.
- (b) Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused.
- (c) A specific delivery time cannot be supplied. Delivery times are quoted in good faith but we accept no liability for late delivery.
- (d) Claims in respect of short deliveries or damage to goods in transit must be notified by the Buyer to the Seller in writing within 3 days of receipt of the goods.
- (e) Prices quoted included delivery to front door (over minimum order value)
- (f) Prices do not include onward delivery to point of use, set up, installation and customer training, which is available at extra charge on request.
- (g) Large units will require the completion of a site survey/form requesting installation and power requirement details.
- (h) All additional installation costs do not include lifting gear and power connection to customers supply unless supplied in writing.
- (i) The Seller is not responsible for the later removal of product.

5. CUSTOMER'S DEFAULT

The Seller may without prejudice to any of its other rights against the Buyer rescind the contract or suspend delivery under it if:-



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- (a) any sum is owing and overdue by the Buyer to the Seller;
- (b) the Buyer is in breach of any term of the contract;
- (c) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (d) an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the Buyer; or
- (e) the Buyer ceases, or threatens to cease, to carry on business; or

6. LIABILITY

- (a) The Seller shall be under no liability: -
 - (i) in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
 - (ii) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's or manufacturer's instructions (whether oral or in writing), misuse or alteration without the Seller's approval;
 - (iii) under any warranty, conditions or guarantee, or any duty at common law, if the total price for the Goods has not been paid by the due date for payment;
 - (iv) by any oral warranty or representation given or made on its behalf unless confirmed in writing.
- (b) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), provided a complaint is made in writing within 3 days after delivery and goods are returned within one week. The Seller shall have no further liability to the Buyer.
- (c) Subject as expressly provided in these Conditions (and specifically without prejudice to (b) above, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977)), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (d) Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or the agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions. Non-exhaustive illustrations of consequential or indirect loss include: (i) loss of profit, (ii) loss of contracts, (iii) damage to the Buyer's property or property of another person or body, (iv) personal injury or death to the Buyer or any other person other than that caused by the Seller's negligence.

7. DESCRIPTION OF GOODS

All descriptions and illustrations contained in any catalogues, price lists, advertising matter and other literature of the Seller are intended merely to present a general idea of the goods described therein and none of them shall form part of the contract.

All Specifications stated are to be used as guidance only and are subject to change at any time. Throughput Capacities are sometimes only achievable in ideal situations, and in some cases are theoretical as conditions vary and are dependent on operator usage, age and condition of machines, power supplies etc. In some cases, realistic throughputs can be half that of the theoretical capacities quoted. Sound levels quoted should be taken as a guide only with machines running in idle without material being processed. No responsibility will be taken by Don Ruffles Limited for any errors or omissions.

8. RISK AND PROPERTY

- (a) Risk of damage to or loss of the Goods shall pass to the Buyer: (i) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully



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fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

(b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of Goods and all other goods previously or subsequently supplied by the Seller to the Buyer for which payment is then due,

(c) Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and Bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

9. FORBEARANCE BY SELLER

No forbearance or indulgence by the Seller shown or granted to the Buyer whether in respect of these general conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be regarded as a waiver of any of these general conditions.

10. FORCE MAJEURE

No liability is accepted by the Seller for any direct or indirect loss arising from non-delivery or delay in delivery of any goods caused by Act of God, Riot or Civil Commotion, War, Strike, Lockout, Fire, Flood, Drought, Act of Government, failure to obtain or shortages of raw materials or any other cause whatsoever beyond its control.

11. RETURNS

Business to Business Sales

(a) The Seller is under no obligation to accept return of goods supplied and credit the Buyer accordingly except in the following circumstances:- (i) Goods received as being damaged in transit will be replaced with an undamaged item - goods must be signed for as damaged on receipt, and must be reported within 24 hours (ii) Goods returned pursuant to a request by the Seller following a complaint of quality of goods made under Clause 6 hereof - detailed information must be supplied in writing and the claim must be agreed in advance by the Manufacturers. (iii) Where in the Seller's opinion the goods delivered do not meet the description of the goods agreed between the Seller and the Buyer when the order was placed.

Goods generally not required after receipt cannot be returned for a credit unless agreed by the Seller, and in turn their Suppliers. The Seller must be notified in writing within 24 hours of receipt of the goods. All goods must be returned within 7 days, unused, in the original unopened packaging and in a re-saleable as new condition. In all circumstances the prior agreement of the Seller must be received by the Buyer prior to the return of goods. Goods deemed faulty from the date of delivery will either be replaced or repaired under normal warranty conditions.

(b) The Seller reserves the right to make a charge for the return of goods including a restocking fee.

(c) Goods are to be returned at the buyer's expense

(d) When the Seller issues a credit it will be to the original payment method.

Business to non-Business (Consumer) Sales

You have a cancellation period of seven working days starting from the day after you receive the goods and a full refund (including standard delivery charges) will be paid (to the card you paid with) as soon as possible but at least within 30 days of cancellation subject to: (i) You have the right to open the packaging and inspect the product but NOT to use it. We will NOT accept any items back that have been used in any way. (ii) The item has to be returned to us within 14 days.

If the item is reported as faulty within the 7 days, you will have to arrange to have it sent back to us for inspection and if



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found to be faulty we will reimburse costs. If the item is not found to be faulty you will be charged to have the item returned to you. We can organise collection, especially when it is a large item, but again if found not to be faulty you will incur the carriage cost for the goods to be returned.

12. DEAD ON ARRIVAL

Any Items deemed to be dead on arrival must be reported to the seller in writing with 24 hours from the date of delivery. Please keep all original packing materials as goods would under normal circumstances need to be returned for inspection prior to replacements being supplied. Alternatively, the goods may be repaired if suitable.

13. SPECIFICATIONS

All Specifications stated are to be used as guidance only and are subject to change at any time. Throughput Capacities are sometimes only achievable in ideal situations, and in some cases are Theoretical as conditions vary and are dependent on operator usage, age and condition of machines etc. In some cases, realistic throughputs can be half that of the Theoretical Capacities quoted. Sound Levels quoted should be taken as a guide only with machines running in idle without material being processed. No responsibility will be taken by Don Ruffles Limited for any errors or omissions.

14. EXTENDED BREAKDOWN COVER

The Extended Breakdown Cover extends the standard manufacturers product warranty by an additional 1 year, and is effective from the date of delivery of the goods. To claim cover you must be able to provide proof that less than an additional 1 year has elapsed since the product was last covered by the original manufacturer's warranty. In all cases, goods may be required to be assessed prior to replacement or repair at the full cost of the user. The goods must have been purchased from new by its first user, and a dated receipt, email confirmation or invoice must be provided as proof of purchase.

If a fault develops, the product will be replaced or repaired dependent on the most cost effective method at the discretion of Don Ruffles Limited on a case by case basis. We will advise you which of the following services is to be provided:

Replacement: If deemed appropriate we will arrange for a replacement product to be delivered to your specified address and the original product may or may not be collected at the discretion of Don Ruffles Limited for recycling or reuse by them. Replacement products will be equivalent or similar to the product being replaced and may not be new.

Evaluation, Repair, Return: We will arrange to collect the faulty product from your specified address, and will repair and return it subject to evaluation of prior correct and proper use. The full cost of collection for evaluation is the responsibility of the user. Goods must be properly packaged and any in-transit damage will be the responsibility of the user. If we cannot economically repair the product, we will replace it with an equivalent product.

Engineers Call-out: We will arrange for a technician to visit your specified address to carry out checks to see if the fault can be rectified. If the fault cannot be economically repaired, the product will be replaced with an equivalent or similar product.

Please note that repairs or replacement will ensure that your product provides satisfactory performance consistent with its age, and usage and replacement products may be refurbished units. The unexpired term of the extended breakdown cover will be transferred to the replacement product.

Limits to the Service

The product must be located within the GB mainland unless otherwise agreed in writing.

Repair or replacement will not be provided if, in the view of Don Ruffles Limited, the failure or problem has occurred as a result of general miss-use which may or may not be limited to;

Wear and tear, non-replacement of parts which normally require replacing during the life of the product, excessive overfeeding, feeding of non-approved materials, non-oiling, greasing or lubrication, non-adjustment of belts, and other parts, non-checking of sensors and all other parts, the non-use of a suitable preventative maintenance contract, modification to the product, unauthorized or inexperienced repair or attempted repair, misuse including any use outside the product's specification, excessive or inappropriate use, or use in an adverse or abnormal environment, the use of non-approved manufacturers parts or consumables and the non-following of manufacturers guidance and recommendations.



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In all cases so as not to void cover, it is advisable to contact Don Ruffles Limited prior to the initial use of the product for specific usage and maintenance advice.

15. LAW

These Conditions and all contracts with the Seller shall be governed by English law.

16. FREE GOODS & SPECIAL OFFERS

All manufacturers' offers are subject to their terms & conditions and whilst stocks last. If a free item is out of stock, then Don Ruffles Ltd reserves the right to substitute the free item for one of a similar value. Certain free goods are too heavy to ship anywhere other than the GB Mainland. If you return an item that included a free gift or your item was part of a bundle or package, then you will receive a full refund by returning all of the items purchased. However, if you choose to keep the free item and/or the bundled/package item(s), the value of those items will be subtracted from your return.

17. PRIVACY AND COOKIES

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NB All prices **EXCLUDE** VAT. VAT No: 703 0017 06



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