

Trade terms are offered to legitimate marine and industrial trading companies. Credit terms can be applied for at [sales@bartonmarine.com](mailto:sales@bartonmarine.com). Credit terms are provided separately to each customer based on management reviews and company accounting practises. Terms will be stated up front to each account. Unless otherwise stated, credit terms are 30 days end of month from invoice date. We reserve the right to revoke or alter credit terms at any time, specifically for delays in payment.

If no credit account exists, customers must pay us in cash or cleared funds (by transfer or credit card) in advance of shipment.

Minimum invoice requirements vary by account but unless historic agreements are in place, the minimum net order value must be £25 minimum. Orders under £25 may incur a £10.00 administrative fee.

Any inconsistencies found on Barton Marine invoices or in deliveries received from Barton Marine must be reported within 7 days to Barton Marine. Barton Marine must be notified within 7 days for items to be returned based on invoice or delivery discrepancies.

Barton Marine does not supply products on a 'sale or return' basis.

Barton Marine does not supply products for approval or return.

Any goods returned for reasons other than warrantee issues must receive the specific permission of the directors of the company. Barton staff members can seek permission from the directors on behalf of the customers. Any items returned must be new, in good shape and packaged as sent. Ideally, any agreed returns must take place within 14 days and credit will not be extended until the items are checked in fine condition. Any items modified, in disrepair or unpackaged, cannot be credited. No credit is provided without a copy of the original dated invoice and date supplied accompanying the shipment. Unless otherwise agreed, a 15% restocking, service and handling fee will be charged against the returned goods.

Barton Marine reserves the right to change prices and specifications at any time and will always attempt to provide 30 days' notice. When 30 days' notice is not possible, we regret that prices or specifications may still be altered to reflect increases that may be out of our control due to urgent and excessive raw material or handling costs.

Barton Marine warrantees that its products will comply with the description provided and will be free of defects in workmanship. In the unlikely event of a production fault, Barton Marine requires a description of the fault be provided in writing with the returned item along with any circumstances denoting the failure. If a claim or complaint does occur, Barton Marine's technical teams will review the matter, and if they concur that the fault is due to Barton Marine processes, the product will be replaced. Barton Marine warrantees its individual products solely for the purposes defined for marine or industrial uses as communicated in our published standards of safe working loads and lifts.

Barton Marine products are not warranted for and cannot be used to lift or sustain living bodies.

Barton Marine products stand on their own individual merit, but if used as part of a new design format or assembly, Barton Marine accepts no liability or responsibility for the use of the new constructed design. Designers and customers must self-test and self-certify their designs that incorporate any use of our Barton Marine products. Self-testing and certification by designers is paramount and Barton Marine will not be held responsible or accept any accountability or liability for constructions using our products in an alternative or marginal manner.

Barton Marine transfers possession and responsibility of the goods to the customer when they leave our premises. However, for the purpose of securing payment, we reserve and retain title of product until the customer has paid all outstanding amounts owed to us, thus all goods remain our property until paid for in full. We have your permission to enter any premises where our goods may be stored to inspect them, use or sell them until you pay all debts owed to Barton Marine for the goods. So long as any amount due remains unpaid, the customer may only transfer title as our agent on the condition that the customer accepts fiduciary obligation to account to us for the proceeds.

If an order is cancelled, customers will be responsible for any specific stock that is purchased on their behalf or is left in stock to fulfil the order. Any cancellation request must be received by Barton Marine in writing and agreed by management.

VAT tax is payable currently at 20% within the UK – and a European VAT number is required for sales in EU members states. VAT is not viable for other overseas customers. Any additional tax or duty obligations may vary based on the country product is sold into. Barton Marine must agree in writing to any payments made on behalf of the customer for taxation, customs or duties.

In most circumstances, freight or shipping of orders is charged to the customer and prices quoted are ex works. Special shipping prices prevail for items longer than 2 meters or due to unusually large dimensions. Unless otherwise agreed, deliveries are made to account locations. Any request for drop shipments must be arranged prior to the ship date by mutual agreement of Barton Marine and the customer. Shipping costs outside of the United Kingdom will be charged according to weight, dimensions and destination. Any deviation on freight considerations and costs must be agreed in advance with Barton Marine management.

English Law is applicable to any contract or provisions made under these terms and the courts of England and Wales will preside.

All catalogue and promotional materials are to be treated as illustrative and informative only and do not form part of any contract between Barton Marine and its customers. No contract will create any right enforceable by any person not identified as the authorized buyer or seller.

Force majeure is applicable if we are unable to perform our obligations to customers because of circumstances beyond our control. Such circumstances include acts of God, accident, fire, flood, explosion, war, terrorism, strikes or unalterable raw material matters. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

**Reviewed May 2018**