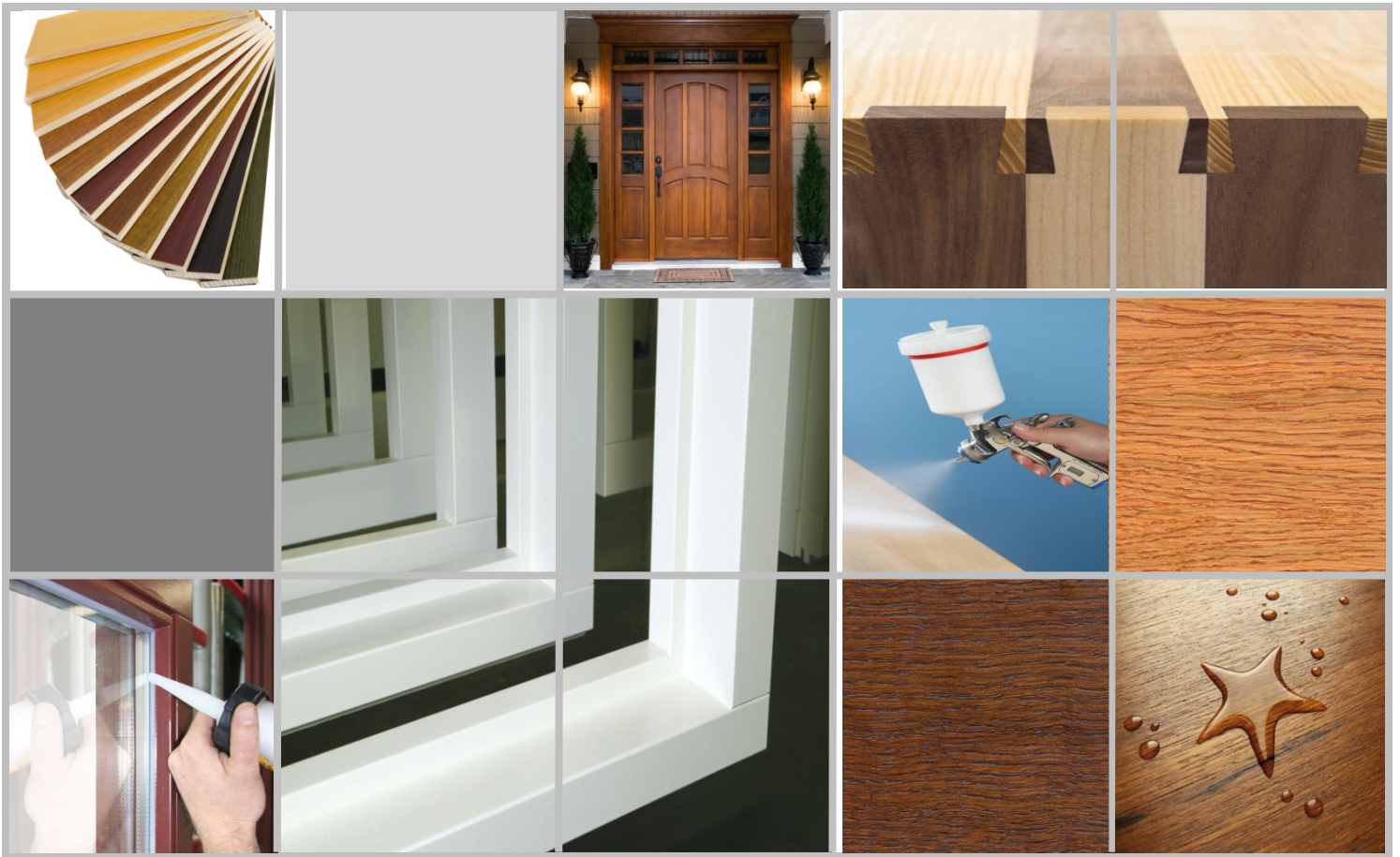




WOOD PRESERVATION AND PROTECTION

Exterior Industrial Joinery Range - Product Catalogue 2015



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Note:

The range of products listed within this document are those that are available in the UK and Ireland. Additional specialist products may be available from the extensive Remmers range of Wood Protection products. Please contact the Remmers UK Wood Coatings team for further information.

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Note:

The range of products listed within this document are those that are available in the UK and Ireland. Additional specialist products may be available from the extensive Remmers range of Wood Protection products. Please contact the Remmers UK Wood Coatings team for further information.

COATINGS FOR WINDOWS & WOOD ELEMENTS – Translucent Systems

Product	Art. No. / shade of colour	Stock	Pack Sizes
Impregnation Agents – Water Based			
<b style="color: red;">Induline SW-900 Clear, water based, impregnation containing wood preservatives. Protects against blue stain and rot in softwoods.	3776 – clear	●	20 l
Water Based Coating Systems – Translucent Primers			
<b style="color: red;">Induline GW-306 I.P.T Translucent, water based primer containing film preservatives. Use to protect against blue stain and soft rot.	3488 – Translucent shades 3476 – clear (lignin stabilising – * indicates pack size & Price for this product)	●	5 l 20 l *20 l
<b style="color: red;">Induline GW-360 I.P.T Translucent, water based primer.	3201 – Translucent shades	●	5 l 20 l
Water Based Coating Systems – Clear Intermediate Coatings			
<b style="color: red;">Induline ZW-502 Water based, clear intermediate coating. Suitable for application by flow coat / dipping procedure.	1635 – clear	△	20 l
Water Based Coating Systems – Translucent Intermediate & Finishing Coatings			
<b style="color: red;">Induline LW-700 I.P.T Water based, high build, translucent coating. Suitable as intermediate and finishing coats on soft or hard wood doors and windows. Suitable for spray application.	LW-700/40 – Semi-Gloss 3400 – Translucent shades LW-700/20 – Semi-Matt 1680 – Translucent shades	●	5 l 20 l
<b style="color: red;">Induline LW-725 I.P.T Single component water based, translucent coating for doors. Excellent scratch resistance. Suitable for spray application.	LW-725/40 – Semi-Gloss 3943 – Translucent shades	○	5 l 20 l

Key:




In Pail Tinting

● Normal stock item

○ Limited stock kept

△ To order only

COATINGS FOR WINDOWS & WOOD ELEMENTS – Opaque Systems

Product	Art. No. / shade of colour	Stock	Pack Sizes
Impregnation Agents – Water Based			
Induline SW-900 Clear, water based, impregnation containing wood preservatives. Protects against blue stain and rot in softwoods.	3776 – clear	●	20 l
Water Based Coating Systems – Opaque Primers			
Induline GW-306  Opaque, water based primer containing film preservatives. Use to protect against blue stain and soft rot.	3477- white	●	5 l 20 l
Induline GW-208 Opaque, water based, white primer with a film preservative. Suitable for application by flow coat / dipping procedure.	3478 – white	●	20 l
Induline GW-230 Highly opaque, water based, white primer with a film preservative. Suitable for spray application.	3098 – white	●	20 l
Water Based Coating Systems – Opaque Primer / Intermediate Coatings			
Induline GW-230 Highly opaque, water based, white primer with a film preservative. Suitable for spray application.	3098 – white	●	20 l
Induline ZW-400 High quality, white, water based, high solids intermediate coating. Seals wood surface preventing staining through finish coats. Suitable for spray application.	3900 - white	●	20 l

Key:



In Pail Tinting

● Normal stock item

○ Limited stock kept

△ To order only

COATINGS FOR WINDOWS & WOOD ELEMENTS – Opaque Systems

Product	Art. No. / shade of colour	Stock	Pack Sizes
Water Based Coating Systems – Opaque Intermediate & Finishing Coatings			
<p>Induline DW-601 AquaStop I.P.T</p> <p>Opaque, high quality, acrylic/polyurethane water based finish. Suitable for intermediate and finish coats on windows and doors. High early resistance to water. Suitable for spray application.</p>	<p>White</p> <p>DW-601/50 – Semi-Gloss 1727 – white – RAL 9016</p> <p>DW-601/35 – Satin 1728 – white – RAL 9016</p> <p>DW-601/20 – Semi Matt 1725 – white – RAL 9016</p> <p>Colours</p> <p>DW-601/50 - Satin (015070-015072) – Opaque colours</p> <p>DW-601/20 (015067-015069) – Opaque colours</p>	<p>●</p> <p>○</p>	<p>20 l</p> <p>5 l 20 l</p>
<p>Induline DW-625 I.P.T</p> <p>Opaque, water based, PU based, single component coating. Suitable for intermediate and finish coats on house doors. Excellent scratch resistance Suitable or spray application.</p>	<p>DW-625/50 – Semi-Gloss 1766 – White – RAL 9016</p> <p>DW-625/20 – Semi-Matt 1764 – White – RAL 9016</p> <p>Colours</p> <p>DW-625/20 – Semi-Matt (015013 – 015015) Opaque colours*</p>	<p>○</p>	<p>5 l 20 l</p> <p>5 l 20 l</p> <p>5 l 20 l</p>
<p>Induline DW-690 I.P.T</p> <p>Opaque, water based coating using a special acrylate polymer. Suitable for intermediate and finish coats on windows and doors. Suitable or spray application.</p>	<p>DW-690 - Satin (015030 – 015032) Opaque colours*</p> <p>DW-690 – Satin 7954 – White – RAL 9016</p> <p><small>*NB: A wide colour range is also offered and whilst we will endeavour to limit any increase in cost the price / litre for some particularly strong colours that will require very high pigment loadings may be considerably higher than the standard RAL9016. Please contact our Wood Coatings Sales Team for further information.</small></p>	<p>●</p> <p>●</p>	<p>5 l 20 l</p> <p>20 l</p>

Key:



In Pail Tinting



Normal stock item



Limited stock kept



To order only

COATINGS FOR WINDOWS & WOOD ELEMENTS

Product	Art. No. / shade of colour	Stock	Pack Sizes
Translucent Coatings for Building Elements with Limited or No Dimensional Stability			
<b style="color: red;">Induline LW-703 I.P.T Water based, fast drying, translucent high build semi-gloss coating that provides high UV protection to softwood and hardwood items such as cladding boards. Specifically formulated for application by an industrial vacuum coater.	3981 – special colours	△	20 l
<b style="color: red;">Induline OW-815 I.P.T High quality, water based coating containing UV absorbers and film preservative. Ideal for protecting wood in outdoor areas, such as decking and garden furniture. Natural looking, matt finish.	3451- clear 3452 – special colours	●	5 l 20 l
Opaque Coatings for Building Elements with Limited or No Dimensional Stability			
<b style="color: red;">Induline DW-603 Opaque water based high build satin finish that provides excellent long term protection to softwood and hardwood items such as cladding boards. Specifically formulated for application by an industrial vacuum coater.	3976 – special colours	△	20 l
<b style="color: red;">Induline GW-203 WF Opaque, water based, white primer and intermediate coating. Quick drying and specifically formulated for application by an industrial vacuum coater.	2478 – white --RAL 9016	△	20 l

Key:



In Pail Tinting

● Normal stock item

○ Limited stock kept

△ To order only

COATINGS FOR WINDOWS & WOOD ELEMENTS – Ancillary Products

Product	Art. No. / shade of colour	Stock	Pack Sizes
Ancillary Products			
<b style="color: red;">Aqua RK-898 Highly effective cleaning concentrate. Wide range of use including cleaning spray equipment and flow cup guns.	3868	○	5l 30l
<b style="color: red;">Brushing Retarder Special additive to that when mixed with the respective sprayable Induline topcoats, enables the resulting products to be of a brushable quality.	3246	○	1l 5l
<b style="color: red;">Induline AF-920 Acrylic Joint Protection HS A low shrinkage, water based, elastic, acrylic filler that can be used to fill break joints and v-joints in wooden joinery items. It can be overcoated with Remmers water based coatings after a short drying time.	7732	●	Min. 12 Units (12 x310 ml)
<b style="color: red;">Induline Fast Filler 1 component, solvent free filler for repairing wooden joinery items. Good sanding properties and filling power. Dries quickly with little shrinkage.	3260	●	Min. 12 Units (12 X 0.4 kg) Plastic tubes
<b style="color: red;">Induline V-Joint Protection Low solvent, elastic joint sealer with a hydrophobizing effect.	3495	●	250 ml
<b style="color: red;">Induline SW-910 End Grain Protection Water based, clear, film forming, end grain protection. Forms a clear, elastic and water repelling film preventing the absorption of moisture on end grain areas.	3777	●	6 x 0.5 l 2.5 l
<b style="color: red;">Induline Mix & Go A special set that contains an additive that when mixed with the respective sprayable Induline topcoats, enables the resulting products to be of a brushable quality.	1827 Set consists of: 0.75 l empty container for producing the brushing quality, 75 ml bottle of Induline Mix & Go Brushing Additive, 100 ml empty bottle for filling primer Induline GW-2xx series / 3xx series.	●	6 x 0.75 l

Key:



In Pail Tinting

● Normal stock item

○ Limited stock kept

△ To order only

COATINGS FOR WINDOWS & WOOD ELEMENTS – Ancillary Products

Product	Art. No. / shade of colour	Stock	Pack Sizes
Ancillary Products			
Care Set for Windows For maintaining windows that have been protected with Remmers wood coatings.	2745 Consisting of 250 ml cleaner, 250 ml care balsam and 2 cloths	●	Set
Care Set for Doors For maintaining doors that have been protected with Remmers wood coatings.	2746 Consisting of 250 ml cleaner, 250 ml care balsam and 2 cloths	●	Set
MultiSil Premium, alkoxy cross-linking silicone sealing compound for universal use.	7380 – transparent 7381 – white 7387 – black (other colours available upon request)	○	12 x 310 ml 12 x 600 ml

Key:



In Pail Tinting

- Normal stock item
- Limited stock kept
- △ To order only

SALES ORDER FORM



Company / Customer Name:			Date:	
Invoicing Address:		Delivery Address:		
Post Code:		Post Code:		
Latest Delivery Date:		Order Number:		
Contact Name:		Contact Number (s):		
Acknowledgement Fax:				
Acknowledgement Email:				
Special Instructions:				
Article #	Pack Size	Qty	Description	Nett Price / Discount %

GENERAL INFORMATION

All orders are to be placed/confirmed direct to: Remmers (UK) Limited, The Fleming Centre, Fleming Way, Crawley, West Sussex RH10 9NN. Tel: 01293 594010 Fax: 01293 594037 Email: sales@remmers.co.uk

- All principal products are held in our warehouse at Crawley – current stock levels available on request. Please use the stocking guide.
- Material returns can only be made with prior authorization from Remmers (UK) Ltd who will issue a GRN number. **Bagged (powder) goods, materials manufactured to special requirements or special colours will not be accepted for return.** We reserve the right to charge handling and restocking charges on all material returns at 25% of nett material value plus return transport. **Non-stock items are non-returnable.**
- Carriage:
Please see table below. For NEXT DAY delivery service, we reserve the right to charge additional premium. For all goods purchased amounting to nett material sales value below £1,500, carriage is charged at the rates indicated against weight in the table below.
For all deliveries, please ensure that the postcode is added to the address, and a contact telephone number.
- All prices are exclusive of VAT.
- All goods are sold subject to availability at time of order, either ex stock or up to two weeks' lead time.
- All goods supplied remain Remmers' property until full payment is received.
- All business undertaken by the Company is transacted upon the Terms of the Company's Standard Trading Conditions which are printed on pages 14/15.
- We cannot provide smaller units at the rate shown for larger units under any circumstances.
- All yield and coverage guide figures are based upon sound, non-porous substrates using the maximum coverage for the stated thickness. No guarantee is given as to their accuracy.
- No allowance has been made for wastage and variations in surface profile or porosity. Site conditions may affect consumption.
- E & EO15.

CARRIAGE CHARGES

Zone	Price per Kg		Or Charge per Pallet	Min charge	Free carriage* on orders over (2-3 days)	Tail lift	Extra charge for timed/am/special	Notes
	Weight	£/Kg						
1	<100kg	£0.50	£50.00	£16.00	£1,500.00	£18.00	POA	Normally 24-48 hours
	<200kg	£0.40						
2	<100 kg	£0.65	£75.00	£25.00	£2,000.00	£20.00	POA	Normally 24-48 hours
	<200kg	£0.55						
3	<100kg	£0.80	£175.00	£50.00	£2,500.00	£45.00	POA	Normally 24-48 hours
	<200kg	£0.70						
Zone 1	England & Wales							
Zone 2	Scotland							
Zone 3	NI and Eire							
Zone 4	Other Islands (POA)							

*Free carriage applies to all individual orders above the qualifying figure but will be subject to the excess for any special services.

Euro exchange rate : £1 = 1.25 Euros

All other terms as per Standard Terms & Conditions of sale

STANDARD TERMS AND CONDITIONS OF SALES FOR GOODS SOLD BY REMMERS (UK) LIMITED

1. FORMATION

1.1 In these Conditions the following expressions have the following meanings:

- 1.1.1 "we" or "us" means Remmers (UK) Ltd;
- 1.1.2 "you" or "yourselves" means the buyer who places an order for the Goods;
- 1.1.3 "Conditions" means these terms and conditions of sale including those described as commercial terms at the front of this document;
- 1.1.4 "Confidential Information" means any reports or information disclosed to you by us in contemplation of, pursuant to or in connection with this Contract (whether orally or in writing), whether or not such information is expressly stated to be confidential or marked as such;
- 1.1.5 "Contract" means the contract between us and you for the sale of Goods on these Conditions;
- 1.1.6 "Force Majeure" means any cause or Circumstance preventing either party from performing any or all of its obligations to the other (including without limitation any strike, lockout or other industrial action). For the avoidance of doubt any fault or delay in deliveries from our suppliers shall be a Force Majeure event;
- 1.1.7 "Goods" means the products which you agree to buy from us as identified by your order (including any part or parts of them);
- 1.1.8 "Insurance" means the combined product and public liability insurance policy taken out and maintained by us;
- 1.1.9 "Intellectual Property" means all patents, copyrights, registered or unregistered trademarks, design rights, utility models, business names, domain names, Know-How and all other intellectual property rights of a similar nature (whether registered or not) subsisting anywhere in the world or associated with the Goods;
- 1.1.10 "Working Days" means any day between Monday to Friday inclusive but excluding bank and public holidays.
- 1.2 Unless varied in accordance with Condition 3, the Contract, together with all schedules which form part of it, will be on the following Conditions to the exclusion of:
- 1.2.1 any other terms or conditions which you purport to apply any purchase order, confirmation of order or acceptance; and/or
- 1.2.2 any other written, oral or electronically transmitted communication; and such other terms and conditions shall not be deemed to form part of the contract.
- 1.3 In so far as this Contract concerns the general relationship between you and us, it shall come into force upon our acceptance of your credit application.
- 1.4 In relation to each individual supply of Goods, this contract shall come into force as provided for in Condition 2.

2.0 QUOTATIONS

- 2.1 Quotations and any accompanying technical or other information supplied by us are illustrative only and are not offers from us capable of immediate binding acceptance. A Contract shall come into existence only when we accept your order.
- 2.2 You shall have no rights to or in any documents or materials forming or accompanying a quotation and if we do not accept and order based on a quotation, you shall return all documents and materials forming or accompanying the quotations to us immediately at our request.

3.0 VARIATIONS

- 3.1 No addition or variation to any quotation given or the Contract is binding on us unless agreed in writing and signed by one of our Directors.
- 3.2 None of our staff, other than a Director, is authorized to make any representations concerning the properties or qualities of the Goods or to make any additional or variation to the Contract. You agree that in entering into this Contract you do not rely on any representations other than those contained in this Contract or expressly agreed by us in accordance with Condition 3.1.

4.0 DELIVERY

- 4.1 The Goods are delivered when either: -
- 4.1.1 you collect them from the Delivery Point following our notification that they are ready for collection; or
- 4.1.2 if you have requested an alternative delivery point and we have agreed, when we have delivered the Goods to that place.
- If you do request changes to the Delivery point, you shall be liable for any changes made by us or any additional costs or expenses incurred by us as a result of such a change.
- 4.2 We may at our discretion deliver the Goods by instalments.
- 4.3 The delivery Date in the Commercial Terms and any other time or date which we give for delivery of the Goods or any instalment is an estimate only. You will not be entitled to terminate the Contract as a whole if we fail to meet any given times or dates for delivery unless such a delay exceeds 40 Working Days. Under this Contract, time is not of the essence. Where no delivery Date is given, delivery will be within a reasonable time.
- 4.4 Where delivery is made by instalments, each instalment is to be deemed a separate contract and any delay, default or non delivery of any one instalment shall not entitle you to cancel the remainder of the Contract.
- 4.5 If:
- 4.5.1 you fail or refuse to accept delivery; or
- 4.5.2 you do not give delivery instructions when the goods are ready for dispatch; or
- 4.5.3 delivery is delayed at your request then you will be responsible for paying or reimbursing us any additional costs or charges which we incur as a result. Furthermore,

we may at our option, withhold delivery of any further Goods or treat the Contract as repudiated by you.

- 4.6 You must notify us in writing in a delivery date is not received within ten (10) Working Days from the date we informed you that it had been dispatched.
- 4.7 Unless we agree otherwise, you shall provide adequate labour and other facilities at the point of delivery to enable the Goods to be safely and properly unloaded. You shall indemnify us against any claims arising from such unloading except to the extent that any such claims relate to personal injury, death or damage to property which is caused by the negligence of our employees or agents.
- 4.8 In the event that we deliver to you an incorrect quantity of the Goods you shall not be able to object to or reject the Goods or any of them on that ground alone.
- 4.8.1 without prejudice to Condition 4.2, you shall not fail or refuse to accept delivery of any Goods on the grounds that the quantity is below the quantity ordered. So long as you notify us and the carrier of any shortage within three (3) Working Days after the Goods had been delivered or were collected by you and provided we have agreed the amount of the shortage, we shall deliver, within a reasonable time, the balance of the goods required to bring the total to the quantity ordered;
- 4.8.2 if we deliver in excess of 105% of the quantity agreed in the Contract you shall:
- 4.8.2.1 notify us immediately; and
- 4.8.2.2 request us to collect (at our expense) the excess quantity of the Goods; or
- 4.8.2.3 agree to pay us for the excess Goods pro rata at the price and be invoiced accordingly for this.
- 4.8.3 if we shall deliver quantities between 100-105% of the Goods agreed in the Contract, there shall be no consequences for either party.
- 4.9 Subject to the other provisions of these Conditions, we shall not be liable for any direct, indirect or consequential loss (all of which include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the Delivery Date or any other time given for delivery of the Goods (even if caused by our negligence).
- 4.10 If we are prevented, hindered or delayed from delivering the Goods because of a Force Majeure event, then we may give notice to you at any time in writing either: -
- 4.10.1 cancelling our outstanding obligations to deliver Goods under the Contract, or
- 4.10.2 extending the time for delivery of the Goods outstanding under the Contract by a period not exceeding three months
- 4.11 If we give notice to you under Condition 4.10:
- 4.11.1 we shall not be liable to you in damages for any loss whether direct, indirect or consequential of whatever nature which you may incur as a result; and
- 4.11.2 the time for delivery shall be extended accordingly and we shall not be in breach of the Contract due to the late delivery.
- 4.12 The above provisions of this Condition 4 do not affect our right to recover the price of any Goods that have already been invoiced to you in respect of which risk has passed to you.

5. PAYMENT AND PRICE

- 5.1 The Price of the Goods shall be that stated or referenced in the Commercial Terms.
- 5.2 Prices are stated on the basis of current costs, exclusive of: VAT; and any cost of freight and insurance for deliveries outside the UK.
- 5.3 Prices given in a quotation may be increased by:
- 5.3.1 such amount as is reasonably necessary to reflect any increase in the cost of manufacturing the Goods; and/or
- 5.3.2 fluctuations in tax, duty, exchange rates and the like, between the date of quotation and the date of dispatch and we shall give you notice of any such increase.
- 5.4 Goods (and each instalment) will be invoiced on delivery or when we have notified you that they are ready for collection as appropriate.
- 5.5 Invoices are calculated by reference to the weight of volumes of the Goods at the time of packaging.
- 5.6 We shall require payment by you on or before the last day of the next calendar month from the date of invoice for the net sales of all Goods and all related expenses.
- 5.7 We may ask you to pay money in advance or on accounts and if so you must pay such amounts immediately with any balance being payable in accordance with Condition 5.6 above.
- 5.8 If you fail to make any payment when it is due or if any event described in Condition 9.5 occurs then the Price of all Goods and any other goods supplied by us to you shall immediately become due and payable and, without affecting any other remedy we may have, we may:-
- 5.8.1 treat this Contract and every other contract which has not yet been fulfilled between us and you as cancelled;
- 5.8.2 suspend any further deliveries to you or collection by you;
- 5.8.3 appropriate any payment made by you as we may think fit;
- 5.8.4 charge you interest (both before and after any judgement) on all sums due and outstanding up to an including the combined total of the: Official Dealing Rate of the Bank of England as applicable from time to time; and the rate provided by the Late Payment of Commercial Debts (Interest) Act 1998 as applicable from time to time; and
- 5.8.5 be entitled to a general lien on the Goods and all your goods in our possession for the unpaid price of the Goods or any other goods sold to you.
- 5.9 All payments shall be made in Pounds Sterling unless we require or agree to payment in Euros or any other currency.

5.10 All payments must be made in full and you are not

entitled to withhold payment of any amount which is due or to set off against any such amount any cross-claim (whether liquidated or unliquidated) for any sum or sums for which we do not admit liability.

- 5.11 Notwithstanding any other payment provisions, we reserve the right, in the event that you are a sole trader or partnership at the time of signing this Contract and subsequently decide to convert your status to that of a limited liability company, to issue forthwith an invoice for all outstanding amounts which you owe to us, for which we shall require payment within five (5) Working Days.

6. PACKAGING

- 6.1 The Goods will be delivered in the product containers which we hold in stock at the time your order is processed.
- 6.2 The Price of the Goods, unless otherwise stated, includes the costs of packaging materials.
- 6.3 Where it has been agreed that the packaging materials will be returned, you will be credited with the full cost of the packaging materials provided that you return the packaging at your cost to the delivery point in a reasonably satisfactory condition and within a reasonable time.

7. STORAGE

- 7.1 We may be able to store your Goods at a charge provided you give us at least five (5) Working Days' notice.
- 7.2 In the event that you have been given notice in accordance with this Contract that the Goods are ready for collection and you do not collect them within five (5) Working Days, unless a waiver of this clause has been agreed in writing by one of our Directors, you shall be charged storage costs at the rate of £1 per day per tonne or per pallet of the Goods as applicable. Such charges shall continue to accrue until you collect the Goods and you shall be invoiced for such storage charges accordingly.
- 7.3 If we have stored your Goods for three (3) calendar months or more then we can give you one (1) calendar months written notice at any time requiring you to remove the Goods from storage.
- 7.4 If you do not remove the Goods when requested to do so, we may then dispose of them in any way we see fit. We will charge you with all costs of such disposal including costs of waste disposal and environmental charges, or if we are able to sell the Goods then we will set off the proceeds of sale against the costs of arranging the sale and any outstanding storage costs.
- 7.5 The provisions of this Condition 7 apply whether or not title in the Goods has passed to you.

8. RISK

- 8.1 Risk and responsibility for the Goods shall pass to you:-
- 8.1.1 on delivery by us to the Delivery Point; or
- 8.1.2 whichever is the earlier of:-
- 8.1.2.1 the collection of the Goods by you; or
- 8.1.2.2 the expiry of five (5) Working Days from the date of our notice to you that the Goods are ready for collection (and any Goods uncollected within this period shall incur storage charges in accordance with Condition 7).
- 8.2 You must examine the Goods on receipt and if you believe there is a loss or damage to the Goods during transit which may be our responsibility, you must notify us in writing within three (3) Working Days of receipt of our delivery note. If we do not receive such written notice within the required time scale then we will not be liable to you for any loss or damage to the Goods arising during transit. If Goods have been damaged during transit then all packaging materials must be retained for examination by us, the carrier or their agents.

9. OWNERSHIP

- 9.1 Ownership of the Goods shall not pass to you until we have received payment in full and such funds are cleared for the Goods; and any other goods which have been delivered to you but for which payment is due and has not been received.
- 9.2 Until ownership has passed to the Buyer or you sell or use the Goods pursuant to Condition 9.3, you must:
- 9.2.1 hold the Goods on a fiduciary basis as our bailee;
- 9.2.2 store the Goods (at no cost to us) separately from all our other Goods or goods of a third party in such a way as they are identifiable as our property; not destroy, deface or obscure any identifying mark, logo or packaging on or relating to the Goods;
- 9.2.4 maintain the Goods in a satisfactory condition and keep them insured, on your Insurance, for the Price against all risks (and provide us with a copy of such Insurance at our request); and
- 9.2.5 hold the proceeds of any insurance referred to in Condition 9.2.4 on trust for us and do not mix them with any other money or pay the money into an overdrawn bank account.
- 9.3 You may resell or use the Goods before ownership has passed to you on the following conditions;
- 9.3.1 any sale or use is in the ordinary course of your business;
- 9.3.2 any sale shall be to an unconnected third party at not less than the value of the Goods when sold to you;
- 9.3.3 any such sale shall be deemed as a sale of our property on your behalf and you shall deal as principal when making such a sale; and
- 9.3.4 you hold the proceeds of any resale on trust for us in a separate account in our joint names and do not mix them with any other money or pay the proceeds into an overdrawn bank account.

- 9.4 We can revoke your right to sell and use the Goods at any time by written notice to you if you have failed to pay any

STANDARD TERMS AND CONDITIONS OF SALES FOR GOODS SOLD BY REMMERS (UK) LIMITED

- sums due to us (whether relating to the Goods or other goods) within ten (10) Working Days of the due date or if we have genuine doubts as to your solvency.
- 9.5 Your power of sale and use above shall automatically cease if;
- 9.5.1 you have a petition presented for your winding up; or
- 9.5.2 (if you are an individual) you die or become incapacitated; or
- 9.5.3 you pass a resolution for voluntary winding up otherwise than for the purpose of a bona fide amalgamation or reconstruction; or
- 9.5.4 you compound with your creditors or have a receiver appointed over all or any part of your assets; or
- 9.5.5 a petition for an administration order is presented or is intended to be presented in respect of you; or
- 9.5.6 you become bankrupt or insolvent; or
- 9.5.7 you enter into any arrangements with creditors; or
- 9.5.8 you take or suffer any similar action in consequence of debts or carry out or undergo any analogous act or proceedings under foreign law.
- 9.6 If your power of sale and use ends under conditions 9.4 or 9.5 above, you will deliver up the Goods; or have them delivered up to us; and/or allow us to repossess the Goods and for the purposes of such repossession you grant to us (our agents and employees) an irrevocable licence to enter on any of your premises where the Goods are stored or where we may reasonably believe they may be stored.
- 9.7 You will not pledge the Goods and will keep them free from, and indemnify us against, any charge, lien or other encumbrance on them. If you do pledge or in any way charge any of the Goods, all monies owing to us by you shall (without prejudice to any other right or remedy we may have) immediately become due and payable
10. RETURNED GOODS
- 10.1 If you discover before using them that Goods which we have delivered to you did not comply with the provisions of Condition 11.1 at the time of delivery then provided that;
- 10.1.1 written notice has been given to us of such defect within five (5) Working Days of the date when you first could have reasonably ascertained that such defect existed; and
- 10.1.2 you have not in any way dealt with the Goods so as to put them in a worse condition than when they were delivered to you we will replace or refund the Price of any Goods and reimburse you for all reasonable costs incurred by you in returning the Goods to us.
- 10.2 The remedy provided in Condition 10.1 shall, provided it is performed by us within a reasonable time, be your only remedy for defects in Goods which have not been used by you and for the avoidance of doubt we shall not be liable for storage costs; warehousing; processing; manufacturing; labour; or any other indirect or consequential loss.
11. THE GOODS WARRANTY
- 11.1 We warrant that the Goods will, at the time of delivery, display the technical properties for the approved uses set out in the relevant REMMERS (UK) LTD technical data sheets and health and safety sheets.
- 11.2 Any warranty given by us regarding the suitability of the Goods for any other use, other than an approved use, shall only be valid and binding if in writing and signed by one of our directors.
- 11.3 If you intend to buy or buy and sell Goods for a non-approved use then you do so wholly at your own risk and must satisfy yourself as to the suitability of the Goods for that use.
- 11.4 If we supply you with Goods manufactured to your own specification then we shall have no liability whatsoever to you for their fitness for any anticipated purpose or use.
- 11.5 We shall not be liable to you for any loss you may incur as a result of your failure to comply with any of our technical; storage; safety; or any other applicable instructions and/or guidelines for the Goods.
- 11.6 If you sell the Goods, you shall grant no warranty greater in extent than this warranty.
12. LIABILITY
- 12.1 Save as expressly provided elsewhere in these Conditions (which other provisions shall take precedence) the following provisions of this Condition 12 set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of;
- 12.1.1 any breaches of these conditions;
- 12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 All warranties, conditions or other terms (whether express or implied) as to the fitness for purpose; use; satisfactory quality; description; compliance with sample; or condition, of the Goods, whether implied by statute, common law or otherwise (save for the conditions implied by section 12 of the Sale of Goods Act 1974 (as amended) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3 You must inform us as soon as possible and in any event within five (5) Working Days of you becoming aware that the Goods may have:
- 12.3.1 caused injury or death to any person; or
- 12.3.2 caused damage to property and where appropriate allow us to inspect and at our option repair any alleged damage.
- 12.4 Nothing in these Conditions excludes, limits or restricts our liability for fraudulent misrepresentation, death or personal injury caused by our negligence
- 12.5 If we incur any liability to you as a result of any defect in the Goods once used by you as intended by these Conditions which causes personal injury (so far as not caused by our negligence) or damage to property where our liability falls within the scope of our insurance, our liability is limited to sums recoverable under it (or which could be recovered but for any negligent act or omission by us which invalidates it) up to its maximum indemnity limit.
- 12.6 Subject to Conditions 12.2, 12.4, and 12.5:
- 12.6.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, whether such liability arises as a result of a breach or series of breaches, of a material term of the Contract or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price.
- 12.6.2 We shall not be liable to you for any loss of profits; depletion of goodwill; use; or any indirect or consequential loss or damage, whatsoever and howsoever caused which arises out of or in connection with the Contract
13. OTHER PROVISIONS RELATING TO LIABILITY
- 13.1 If it may appear to any court, arbitrator or tribunal that any term of these Conditions which imposes any restrictions or limitations of our liability to the price, multiple of the Price or any specified sum and to which the Unfair Contract Terms Act 1977 applies, and such provision does not satisfy the requirements of reasonableness, such restriction or limitation shall not be disregarded or treated as void but shall be construed as if there were substituted in that clause such greater minimum specified sum or multiple of the Price as would in the opinion of the court, arbitrator or tribunal be reasonable and shall be given effect accordingly.
- 13.2 Except as expressly provided in these Conditions (and except where the Goods are sold to 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 (subject always to Condition 13.1).
- 13.3 Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended), the statutory rights of the Consumer are not affected by these Conditions.
14. INDEMNITY TO REMMERS (UK) LTD
- You shall indemnify us against all actions, claims or demands for losses suffered or incurred by us including (without limitation) claims by third parties for fraud, in tort or otherwise arising directly or indirectly in connection with the use, functioning or state of the Goods except to the extent that the same are caused by our negligence or default. You shall indemnify us against all actions, claims or demands for losses suffered or incurred by us including (without limitation) claims by third parties for fraud, in tort or otherwise arising directly or indirectly in connection with the use, functioning or state of the Goods except to the extent that the same are caused by our negligence or default.
15. INTELLECTUAL PROPERTY RIGHTS
- 15.1 We retain all Intellectual Property rights in the Goods (including, without limitation, in the packaging, instructions manuals and other documentation supplied) for the duration of this Agreement and after its termination for whatever reason.
- 15.2 You acknowledge that:
- 15.2.1 the Intellectual Property rights are our property;
- 15.2.2 nothing in these Conditions shall be construed as conferring any licence or granting any rights in favour of you (or anyone else) in relation to our Intellectual property rights;
- 15.2.3 we assert our full rights to control the use of our trade marks within the European Union and you shall assist us, as required, in preventing (so far as may be permitted by law) parallel importers from diluting our rights;
- 15.2.4 any reputation in any trade marks affixed or applied to the Goods shall accrue to our sole benefit.
- 15.3 You agree:
- 15.3.1 not to remove any trade marks, copyright notices or other forms of identification from the Goods (save for any removal which is a necessary result of a manufacturing process), or apply any other trade mark to the Goods;
- 15.3.2 to promptly and fully notify us of any actual, threatened or suspected infringement of any Intellectual Property rights which comes to your attention; and
- 15.3.3 not to make any adaptations or additions to or variations of any of our intellectual Property.
- 15.4 In the event that you make any discoveries, creations, inventions or improvements in relation to our Intellectual Property, you must, when instructed, transfer all such rights to us and effect all assignments as we may request
- 15.5 We will not be liable to you for any costs, claims, damages, expenses or losses incurred by you as a result of any claim that the Goods or the use of any Goods infringes any third party Intellectual Property rights, in particular (but not limited to) where such costs, claims, damages, expenses or losses arise from any unauthorized modification, alteration or adaptation of the Goods by or for you.
16. CONFIDENTIALITY
- 16.1 Each of the parties to this Agreement undertakes to the other to keep confidential all Confidential Information concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to the entering into of this Agreement or which it has obtained during the course of this Agreement, except any information which is:
- 16.1.1 subject to an obligation to disclose by law or to any regulatory authority entitled to require disclosure by notice or otherwise;
- 16.1.2 already in its possession other than as a result of a breach in this Condition 16; or
- 16.1.3 in the public domain other than as a result of a breach of this Condition 16.
- 16.2 Each party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Condition 16 by its employees, agents and subcontractors.
17. CREDIT CHECKS
- 17.1 We reserve the right to refuse to accept any order or perform any Contract if your arrangements for payment or credit appear to be or become unsatisfactory.
- 17.2 We reserve the right, in the event that you are not a limited liability company, to make searches of your details, background and credit history with credit reference and fraud prevention agencies prior to carrying out any obligations in these Conditions. Such credit reference agencies may, at their absolute discretion, keep a record of the search and share that information with other businesses.
18. GENERAL
- 18.1 We may at our absolute discretion accept the cancellation of any order provided we are notified no more than five (5) Working Days after the order has been accepted and we are indemnified by you in respect of all costs and expenses incurred prior to the cancellation being accepted, but in no circumstances are we obligated to accept any cancellations.
- 18.2 Any notice or communication to be given under this Contract must be in writing, delivered or sent by prepaid first class letter post, and:
- 18.2.1 if delivered or sent to you, will be addressed to your last known trading address; or
- 18.2.2 if delivered or sent to us, will be addressed to our Director at Unit B1, The Fleming Centre, Fleming Way, Crawley, West Sussex RH10 9NN.
- Any such notice shall be deemed served: if delivered by hand, at the time it was delivered; or if posted, 48 hours after posting.
- 18.3 We may assign, transfer, charge, sub-contract or deal in any other manner with the Contract, or any part of it to any person, firm or company. You may assign the Contract, or any part of it, only if you first obtain our written consent.
- 18.4 No waiver of any condition of this Contract shall be effective except where it is in writing and signed by the waiving party. No waiver of any particular breach of the Contract by us shall be held to be a waiver of any other or subsequent breach by you. No omission or delay by us in exercising a right under this Contract shall constitute or operate as a waiver by us of any right to exercise that right in the future or of any other rights under this Contract.
- 18.5 If any of the terms of this contract are found by any court or administrative body of competent authority to be illegal, void, voidable, invalid, unreasonable or unenforceable by any reason of law they shall be illegal, void, voidable, invalid, unreasonable or unenforceable to that extent only and all other terms of the Contract shall remain legal, valid, reasonable and fully enforceable.
- 18.6 We reserve the right to vary these Conditions as necessary on giving you reasonable notice in writing of such variation.
- 18.7 All Contracts shall be deemed to be made in England and shall be construed in accordance with and be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.
- 18.8 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person that exists or is available otherwise pursuant to that Act.

March 2015
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