

CAPABILITY SCOTLAND STANDARD CONDITIONS OF CONTRACT FOR THE SALE OF GOODS – CSCC8

1. Definitions

In these Conditions of Sale:

- 1.1 “Buyer” means the person who buys or agrees to buy the Goods from the Seller;
- 1.2 “Contract” means the agreement between the Buyer and the Seller constituted by the Seller’s acceptance of the Buyer’s offer to purchase the Goods, which agreement shall be deemed to incorporate these Conditions of Sale;
- 1.3 “Goods” means the articles in respect of which the Seller accepts the Buyer’s offer to purchase as specified in the Buyer’s response to the Seller’s Invitation to Tender for the Sale of Goods; and
- 1.4 “Seller” means Capability Scotland who has their Head Office at Vantage Point, 24 St John’s Road, Edinburgh, EH12 6NZ.

2. Conditions Applicable

- 2.1 These Conditions of Sale shall apply to the contract for the sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions.
- 2.2 All orders for the Goods shall be deemed to be an offer to the Buyer to purchase Goods on the conditions set out in these Conditions of Sale.

3. Nature of the Goods

- 3.1 The Goods are second-hand, having already been used by the Seller in the course of his business. Accordingly, the Buyer agrees to take the Goods in their current condition, and subject to all defects and imperfections affecting same. It shall be the responsibility of the Buyer to satisfy himself as to their condition, quality and fitness for the purpose for which the Buyer requires them.
- 3.2 The Seller gives no undertakings or warranties in relation to the condition or quality of the Goods, or their suitability for any purpose, and all such undertakings and warranties, whether express or implied by statute, common law or otherwise howsoever are hereby excluded.
- 3.3 The Goods are sold without any guarantee or warranty of any nature, and no after sales support or service of any kind will be provided. In particular no maintenance or repair facilities or services will be provided.
- 3.4 Any representation, statement or warranty concerning the Goods or their condition or quality made by any agent, employee or representative of the Seller, whether in writing or orally and whether before or after the Contract was entered into, shall be deemed to have been made for guidance only, and no warranty or guarantee in respect of the accuracy of any such representation, statement or warranty is given or is to be implied. Any such representation, statement or warranty may not be accurate and the Buyer shall be deemed not to have relied on, and waives any claim in respect of any breach of, or misrepresentation (whether negligent or otherwise) contained in, any such condition, representation, statement or warranty.
- 3.5 The Buyer shall be deemed not to have relied upon the skill and judgement of the Seller or any of the Seller’s agents, employees or representatives to any extent in selecting the Goods or in determining their quality or condition or suitability for any purpose.
- 3.6 Any description of the Goods given by the Seller, whether orally or in writing and whether before or after the Contract is entered into, is given by way of identification only, and shall not result in the sale of the Goods in such a manner as to constitute a sale by description, nor shall any such description be deemed to import any statement or representation concerning the Goods or their quality or condition.
- 3.7 The Seller shall have no liability to the Buyer, whether in contract, delict or otherwise, in respect of the condition or quality of the Goods, or their fitness for any purpose, or for any loss or damage howsoever caused (including but not restricted to loss or damage caused by the negligence of the Seller, its agents, employees or representatives and any loss or damage to any property other than the Goods) arising out of or in connection with the purchase, possession, use or re-sale by the Buyer of the Goods, provided always that nothing in this Clause shall exclude or limit the liability

of the Seller for death or personal injury resulting directly from the negligence of the Seller, its agents, employees or representatives.

4. Price and Payment

The Seller shall provide to the Buyer a priced invoice in respect of the purchase price of the Goods as soon as reasonably practical after the Contract has been entered into. The Buyer shall pay the amount shown on the invoice as being payable by it to the Seller within 14 days of the date of the invoice. The time within which the Buyer is to pay for the Goods shall be of the essence of the Contract.

5. Delivery

Unless an alternative method of delivery is agreed between the Seller and the Buyer in writing, the Buyer shall collect the Goods from the Seller, the location, time and date of such collection to be agreed between the parties provided always that:-

5.1 the Buyer shall not be entitled to collect the Goods until payment in full of the purchase price has been made to the Seller; and

5.2 the Buyer shall collect the Goods within 14 days of the date on which the Buyer makes payment of the purchase price to the Seller, failing which the Seller shall be entitled to dispose of the Goods as he sees fit (whether by resale or otherwise). If the Seller does dispose of the Goods after the said 14 day period, it shall refund the purchase price paid in respect of the Goods by the Buyer, but shall be under no further liability to the Buyer for any costs, expenses or losses which the Buyer may suffer by reason of the Goods being disposed of and the Buyer not being able to take delivery of them.

6. Risk and Property

6.1 Risk in the Goods shall pass from the Seller to the Buyer immediately on the Contract being entered into, notwithstanding that the purchase price in respect of the Goods has not been paid and notwithstanding that the Goods have not been collected by, or delivered to, the Buyer.

6.2 The property in the Goods shall not pass from the Seller to the Buyer until the Seller has received payment in full of the Contract Price.

7. Law and Jurisdiction

7.1 These Conditions of Contract, and the Contract, shall be governed by and interpreted in accordance with the law of Scotland.

7.2 The Buyer and the Seller each submit to the non-exclusive jurisdiction of the Scottish courts in so far as not already subject thereto.

We, the undersigned, agree to the Conditions of Sale set out on this and the preceding two pages applying to the sale of the Goods to the Buyer.

Buyer Signature

Date

Name.....

(BLOCK CAPITALS).....

Address.....

.....

.....

Seller Signature

Date

Name.....

(BLOCK CAPITALS).....

(for Capability Scotland)