

Terms & Conditions of Sale and Installation by

Outfit Outdoor Fitness Equipment Ltd - hereinafter referred to as Outfit.

1. **General** – Quotations/tenders are given and accepted subject to all of the following terms and conditions (1 to 12 inclusive.) Acceptance of our quotation/tender and/or placing of any order or payment of a deposit confirms full acceptance by the Customer of all of our Terms and Conditions. Should Outfit waive or alter any condition or part thereof, all remaining terms and conditions will still apply in full.
2. **Warranties** - Warranties are provided by the manufacturer, as per Warranty certification terms & conditions, and are subject to the equipment being maintained and serviced as per maintenance recommendations. Outfit provides a 2-year warranty on all installation work carried out by its fitters, provided that all maintenance recommendations/annual service etc. have been fully adhered to by the Customer. Outfit does not provide any warranty/guarantee whatsoever on any installation work carried out by the Customer's own fitters or on any installation work carried out by Outfit fitters where site preparation work has not been undertaken by Outfit appointed contractors.
3. **Site Preparation** – Where Outfit supplies and installs only, it is the Customer's responsibility to have all pre-installation work, e.g. provision of footings, anchors, surfaces, and fencing etc., fully completed prior to the arrival of Outfit fitters. Should our fitters be unable to commence or complete installation as scheduled due to the non-preparedness of the site, the Customer will incur additional costs as necessitated.
4. **Delivery/Assembly** – Outfit will do all reasonably within its power to meet delivery dates and will inform the Customer of any unforeseen circumstances which may result in delay but cannot be held responsible for circumstances arising outside of its control.
5. **Liability** - From the time that the Customer takes delivery of the equipment, the Customer will be fully responsible for the safekeeping of the equipment and any damages incurred, and should insure against all such risks. The customer should take out public liability insurance, and accepts full responsibility in this regard. In all cases, the customer must take out public liability insurance with respect to the users of the outdoor fitness equipment. Outfit cannot be held responsible for any accidents occurring due to misuse/abuse of the equipment, or the use of the equipment by persons under the age of 14, and the customer totally indemnifies Outfit with regard to any/all such occurrences.
6. **Ownership** - Ownership of the goods remains with Outfit and does not pass to the customer until the agreed price has been paid in full, together with any other sums regarding site preparation, installation, post-installation inspection etc., due by the customer to Outfit or its Agents.
7. **Payments** - Payment terms are 50% of total quoted/agreed price on acceptance of quotation or on placing of order, with the balance payable on delivery or completion of installation, or as otherwise may be agreed by Outfit in writing. Outfit may, at its sole discretion, vary the stage payment amounts or request full payment in advance of installation where it deems such advance payment appropriate. Payments not received within 30 days of invoice will, in all cases, incur interest charge of 1.5% per month compounded monthly on all balances due. Interest will accrue from date of installation on all outstanding balances.
8. **Prices** - Prices quoted on all of our promotional material are generally exclusive of VAT, delivery and installation and are subject to change without prior notice. Prices quoted on quotations/tenders are fixed for 90 days from date of issue, unless otherwise agreed in writing. Outfit reserves the right to substitute any item/station quoted for with a similar item. Where the list price of any substituted item is lower than the item quoted for initially, Outfit will credit customer accordingly. Where list price is greater, Outfit will bear any additional cost.
9. **Certification** - All equipment supplied by Outfit adheres to current European Standards, EN16630 (certificates available). Where Outfit carries out Site Preparation work/Installation, Outfit certifies that all such works are up to the relevant Standards. Where the customer requires an independent post-installation inspection, Outfit can arrange, at additional cost, to have such inspection carried out by RoSPA / PSI. Should the customer employ the services of any other independent inspectors or organisations to provide post-installation inspection/report, Outfit retains the right not to recognise or act upon such reports.
10. **Tendering** - Where Outfit supplies equipment/services under a Tender Agreement, and where the tender terms and conditions deviate from Outfit Terms & Conditions, Outfit hereby acknowledges that the Tender Terms & Conditions take precedence.
11. **Consent** - The customer is responsible, where necessary, for obtaining all planning permissions, local authority consents, permissions for work to be carried out etc, and fully indemnifies Outfit in this regard.
12. **Force Majeure** - Outfit shall not be held liable for any delay or failure in complying with the above Terms & Conditions to the extent that such failure or delay is contributed to by any Act of God, Riot, War, Strike, Civil Commotion, Trade Dispute, Breakdown, Accident or any other event whatsoever beyond the reasonable control of the Company. In the event of any of the above occurring, Outfit may, at its sole discretion, suspend or cancel any Contract and make refund of deposits paid without incurring any further liability whatsoever for any loss or damages thereby occasioned by the customer.