

FAROL LIMITED

Standard conditions for the business sale of second-hand goods

The Seller: Farol Limited Registered in England with Company Number 04157398 and having its Registered Office at Rycote Lane Farm, Milton Common, Thame, Oxon OX9 2NZ

Purchaser means: You as the Purchaser of goods from Farol Limited.

HEALTH AND SAFETY AND WORK, ETC ACT 1974

UNDERTAKING IN ACCORDANCE WITH SECTION 6(8)

The items sold to the Purchaser under this contract of sale are second-hand. Accordingly, the Purchaser agrees to take the goods in their current state, after having satisfied himself by inspection, as to their quality and fitness for the purpose for which the Purchaser requires them.

Accordingly, the Seller gives no warranties in relation to the quality of the goods or their suitability for any purpose, and all such warranties, whether express or implied by statute, common law or otherwise howsoever, are hereby excluded. The Seller shall be under no liability, whether at contract or in tort or otherwise, in respect of the quality of the goods or their fitness for any purpose, save that, if the Purchaser is a natural person, in accordance with the provisions of s.2(1) of the Unfair Contract Terms Act 1977, the Seller accepts and does not seek to limit or exclude liability for any death or personal injury caused to the Purchaser by reason of the Seller's negligence.

Where the Purchaser intends to use the goods at work, the Seller supplies the goods on the basis that the Purchaser will ensure, so far as reasonably practicable, that the goods will be safe and without risks to health when properly used, and that prior to delivery the Purchaser will sign and return the written undertaking attached hereto as Annex A obliging the Purchaser to take the steps specified in that undertaking to ensure this.

Where the Purchaser purchases the goods with the intention of selling them to a third

party for the use by that third party of the goods at work, the Purchaser undertakes to supply the goods to the third party on the basis that the third party will ensure, so far as reasonably practicable, that the goods will be safe and without risks to health when properly used, and the Purchaser further undertakes to procure the signature by the third party (prior to delivery of the goods to the third party) of the written undertaking attached hereto as Annex A obliging the third party to take the steps specified in that undertaking to ensure this. The Purchaser shall upon obtaining such signature send a copy of the signed undertaking to the Seller.

ANNEX A

Undertaking under section 6(8) of Health and Safety at Work, etc Act 1974, I/we [] of [] having agreed to purchase [] ('the Article') for use at work, hereby undertake in accordance with the above section that I/we will implement the Specified Steps as set out below in order to ensure, so far as reasonably practicable, that the Article will be safe and without risks to health when properly so used.

Specified Steps

[*Note: the Seller must fill in here the specified steps which are relevant to the particular machinery in order to take advantage of the section of the Act. This would include things like providing adequate guarding, wiring up properly in accordance with electrical regulations, installing fume extractor equipment, etc. If the properly specified steps are not inserted, then the undertaking has *no* effect.*]