

TRADING TERMS & CONDITIONS OF SALE

PAYMENT TERMS

Strictly nett monthly account for approved credit accounts. New accounts must be applied for on our application form stating two trade and one bank reference. At least ten days must be allowed for credit status clearance. Where no approved credit account already exists payment must be CASH WITH ORDER or CASH ON DELIVERY. No new account will be opened for an initial order of less than £100. Goods despatched per C.O.D. post will carry additional charge of £5.00. The right is reserved to charge interest on accounts overdue and to claim all charges, legal and otherwise, involved in collecting payment. The Vendor reserves the right to uplift goods from the Buyer's possession should these payment terms not be complied with. The Buyer shall permit access to the Vendor for this purpose. All costs and losses incurred by the Vendor in so doing shall be charged to the Buyer together with the restocking charge referred to below. FOR CREDIT CUSTOMERS, OUR TERMS ARE 30 DAYS NETT FROM THE DATE OF INVOICE: HOWEVER, TO ACCOMMODATE CUSTOMER ACCOUNTING SYSTEMS, WE ARE PREPARED TO ALLOW ACCOUNTS TO BE SETTLED ON A NETT MONTHLY BASIS. Minimum Invoice value excluding VAT is £10.00. Minimum Invoice value will be applied to all small orders and charged at the minimum billing charge ruling on the date of despatch if applicable.

PRICES

Prices are subject to change without notice and goods will be invoiced at the price ruling on the date of despatch. Prices shown in this catalogue do not include V.A.T.

CARRIAGE

We reserve the right to charge carriage on all despatches plus an additional amount where a special service is requested such as Red Star, Data post, Overnight etc.

CANCELLATIONS

Orders cannot be cancelled without our written consent. Returns for credit are subject to prior arrangement and a restocking charge of 25% (minimum) of the invoiced value of the goods shall be applied and shall be paid by the Buyer. Special orders (non-list items) cannot be cancelled, neither can such goods be returned under any circumstances.

NOTICE OF CLAIMS

- a) Goods must be checked by the buyer on receipt and any deficiencies or errors be notified in writing to the vendor within 14 days of receipt date.
- b) Damage in transit must be notified to the vendor and carrier within 3 days of receipt date.
- c) Losses in transit must be notified to the vendor and carrier within 14 days of the date of invoice.
- d) Goods must be signed for on receipt and "Unexamined" signatures do not remove the buyers obligation to check goods on receipt and notify the vendor of any irregularities. The vendor shall not be liable in respect of any claim if the provisions of this clause are not complied with.

FORCE MAJEURE

The vendor shall not be liable whatsoever for non delivery or delay in delivery directly or indirectly resulting from or caused by an Act of God, outbreak of war, hostilities, insurrection, riot, civil disturbance, fire, flood, explosion, accident, theft, climatic conditions, Government Act or regulation, shortage of materials, strike, lock out or trade dispute (either the vendors employees or other parties) or caused by any other circumstance out with the vendors control.

RISK AND TITLE IN GOODS SUPPLIED

Risk in the goods passes to the Buyer on delivery. Notwithstanding delivery, all goods remain the Vendor's property until all sums due by the Buyer to the Vendor on any legal ground whatsoever are paid to the Vendor in full.

WARRANTIES & EXCLUSIONS OF LIABILITY

- a) Goods manufactured by the vendor are subject to a twelve month warranty in respect of defective materials or workmanship. The vendor reserves the right to either repair or replace defective goods free of charge.
- b) All other goods sold by the vendor shall be covered by a warranty or guarantee equivalent to the warranty or guarantee offered to the vendor by the supplier of such goods in respect thereof.
- c) Goods which are the subject of warranty or guarantee claim must be returned to the vendors premises at the expense of the buyer.
- d) Subject to the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977 and excepting the provisions herein stated the vendor shall in no way be liable howsoever arising, whether in contract or tort or otherwise in respect of any defects in goods sold or defective work or for any loss damage or injury resulting there from including consequential loss.

LIEN

The vendor shall have a general lien on all goods for all outstanding sums due at any time. The vendor shall be entitled to dispose of or sell the goods at the buyers expense, all nett proceeds there from being set against payment of such sums subject to written notice of 14 days being given.

JURISDICTION & PROPER LAW

Any disputes arising from the above must be considered as being subject to the jurisdiction of the Court and subject to English Law. Common law rights are not affected.

