

1. DEFINITIONS

In these conditions:

1.1 "goods" including the provision of any incidental service which the Seller has agreed to provide to the Buyer under the contract

1.2 Any requirement of writing shall not be sufficiently constituted by any printed form

2. TERMS OF CONTRACT

2.1 All contracts between the Seller and the Buyer for the sale or supply of any goods by the Seller shall be on these conditions and the acceptance by the Seller of any order from the Buyer shall be deemed to incorporate all these Conditions

2.2 No terms contained in any order form or other document of the Buyer and no variation or departure from these Conditions and no other term or condition shall have any force or effect whether as part of or as collateral to the contract except as the Seller has agreed to in writing signed by an authorised person

2.3 None of the Seller's employees or agents are authorised to make any representation concerning the goods and the Seller shall not be bound by any representation purported to be made on its behalf unless confirmed by the Seller in writing signed by an authorised person

2.4 Any estimate, quotation or company price list shall constitute an invitation to treat. Any order placed by a Buyer shall constitute an offer, which the Seller may accept or decline.

3. WARRANTIES CONCERNING DESCRIPTION OF GOODS

Except where the Seller and the Buyer have otherwise expressly agreed in writing the sale shall not be a sale by sample and samples submitted and descriptions, illustrations or forecasts in trade literature catalogues or brochures shall be taken as showing type, class or general character only and not as importing terms or warranties as to substance, performance, colour, quality or dimension, and the failure to conform with such samples, descriptions or illustrations shall not constitute any breach of contract on the part of the Seller

4. PRICES

4.1 The Seller reserves the right to withdraw or amend a quotation at any time before receipt of an unqualified order from the Buyer and each quotation shall be deemed withdrawn unless accepted within the period for acceptance stated on the quotation.

4.2 Prices are agreed exclusive of packing, insurance, VAT and, in the case of sales where the goods are to be delivered by the Seller to the Buyer in a country outside the United Kingdom, of any similar indirect tax

4.3 Carriage will be charged according to weight and subject to a minimum of £10.00 on all orders for England, Wales and Scotland; £18.00 for Northern Ireland; £25.00 for Isle of Wight, Scottish Highlands and Scottish Islands; £35.00 for Isle of Man; £50.00 for Channel Islands; £30.00 for Dublin and £40.00 for the rest of Eire. Carriage paid orders:

4.3.1 if delivery is to destinations within the UK mainland (excluding Scottish Highlands) where the VAT exclusive nett price of the goods ordered is £160.00 or more

4.3.2 for orders placed via our website to destinations within the UK mainland (excluding Scottish Highlands), where the VAT exclusive nett price of the goods ordered is £100.00 or more

4.3.3 if delivery is to destinations in Northern Ireland, Eire and Scottish Highlands* where the VAT exclusive nett price of the goods ordered is £200.00 or more

4.3.4 for orders placed via our website to destinations in Northern Ireland, Eire and Scottish Highlands* where the VAT exclusive nett price of the goods ordered is £150.00 or more

4.3.5 if delivery is to destinations in Channel Islands, Scottish Islands, Isle of Wight and Isle of Man* where the VAT exclusive nett price of the goods ordered is over £330.00

4.3.6 for orders placed via our website to destinations in Channel Islands, Scottish Islands, Isle of Wight and Isle of Man* where the VAT exclusive nett price of the goods ordered is £250 or more

4.3.7 for chop orders where the VAT exclusive nett price of the goods is £60 or more

4.3.9 Next day delivery is available at additional cost

Additional kg costs vary on top of these charges

* Pallet deliveries may incur a surcharge

4.4 The Seller shall be entitled to adjust the price at the date of invoice by such amount as may be necessary to cover any increase sustained by the Seller after the date of contract in any direct or indirect cost of making, obtaining, handling or supplying the goods

4.5 The Buyer shall have no right to reject the goods on the grounds of variation from the quantity ordered where such variation is considered reasonable in accordance with our minimum order quantity and the Buyer shall pay in full for the quantity actually supplied

5. DELIVERY

5.1 Where delivery is to be made by instalments each instalment shall be treated as a separate contract and delay, default or non-delivery in respect of one instalment on the part of the Seller shall not entitle the Buyer to cancel the remainder of the contract

5.2 Failure by the Buyer to pay for any instalment or delivery when payment is due shall entitle the Seller to withhold further deliveries

5.3 Unless otherwise expressly agreed any completion or delivery date given by the Seller is an estimate only made under current conditions, shall not be or become a term of the contract or any contract collateral thereto, is given without any legal commitment and the Seller shall not be liable for any warranty or representation which may have been made in the course of negotiation in relation to a completion or delivery date and no times quoted, specified or agreed for delivery or for the performance of any other obligations of the Seller shall be of the essence of the contract

5.4 Unless otherwise expressly agreed in writing, delivery shall take place at the premises of the Buyer or at the site to which the Buyer requests delivery.

5.5 Claims must be made to the Seller in writing

5.5.1 for breakage within seven days of delivery

5.5.2 for shortage or non-delivery within seven days of invoice date

5.6 The Seller will not accept return of any goods unless approval of their intended return has been given in advance. The Seller cannot under any circumstances accept return of goods specially obtained on behalf of the Buyer. The Seller is normally prepared to accept return of current stock lines subject to a minimum restocking charge of twenty percent (20%) of the then current price of the goods plus the cost of carriage if the Seller agrees to collect

5.7 Failure by the Buyer to have goods ready for collection on a date specified by the Seller will incur a collection charge of £20

6. PAYMENT

6.1 Goods will be invoiced when they are ready for collection or despatch

6.2 If the Buyer:

6.2.1 fails to pay any amount when it is due or fails or refuses to accept delivery of any goods or give delivery instructions in relation to them when they are ready for collection or despatch, or

6.2.2 (where the Buyer is an individual) dies or becomes of unsound mind or a petition is presented for a Bankruptcy Order against him or an interim receiver of his property is appointed, or

6.2.3 (where the Buyer is a company) a petition is presented or a resolution is passed for the winding up of the Buyer or the Buyer has an administrative receiver or administrator appointed, then the price of all goods invoiced or despatched by the Seller shall become immediately due and payable by the Buyer and the Seller may either treat any contract made between the Buyer and the Seller as cancelled or suspend or continue the delivery of goods under such contract without prejudice to any other right or remedy of the Seller

6.3 The Seller is entitled to claim statutory interest from the due date for payment at the rate currently authorised in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 until payment in full

6.4 The Buyer shall not be entitled by reason of any dispute relating to the goods under this or any other contract to withhold payment of any amount which is due to the Seller hereunder or to set off any such amount or payment or any counterclaim whether liquidated or unliquidated for any sum or sums for which the Seller does not admit liability

6.5 The Seller reserves the right to refuse to execute any order or contract if the arrangements for payment or the credit of the Buyer appear to be or become unsatisfactory

6.6 The Buyer shall on demand reimburse to the Seller all fees and disbursements incurred by the Seller's solicitors or other agents with regard to the recovery of any sums due and outstanding

6.7 The Seller will request cash with order unless credit facilities are granted. In considering credit facilities, the Seller will make a search with a credit reference agency and will keep a record of that search. The Seller may also take up a bank reference.

7. TRANSFER OF RISK

The risk in the goods shall pass to the Buyer on delivery

8. RETENTION OF TITLE

8.1 Title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered.

8.2 Where property in the goods remains that of the Seller the Buyer may deal with the goods in the ordinary course of its business provided that:

8.2.1 The Buyer stores the goods carefully and ensures that they are clearly identified as belonging to the Seller, who shall be entitled to examine the goods in storage

8.2.2 The Seller and its agents or representatives shall be entitled at any time and without notice to enter upon any premises of the Buyer in which the goods are stored or kept or reasonably believed so to be

8.2.3 The Buyer will insure the goods for their replacement value naming the Seller as the loss payee

8.3 If the Buyer:

8.3.1 defaults in punctual payment of any sum due to the Seller or (being an individual) is the subject of a Bankruptcy Petition or an Interim Order or (being a company) is subject to a Winding Up Petition, Administrative Receivership or an Administration Order or if the company passes any resolution for liquidation, or

8.3.2 suffers any distress or execution to be levied upon the goods or upon its property then the Seller may forthwith revoke the Buyer's power of sale for goods and may retake possession of the goods

8.4 The Buyer shall not pledge or allow any lien or charge to arise over the goods or any documents of title thereto

8.5 Nothing in this Clause shall:

8.6.1 confer on the Buyer any right to return goods supplied by the Seller or to refuse or delay payment for them, or

8.6.2 be construed so as to create any privity of contract between the Seller and any other person other than the Buyer

9. EXCLUSION OF LIABILITY

9.1 The Seller will within the Seller's absolute discretion repair or replace or refund the purchase price of any goods that the Seller shall be satisfied were defective in material or workmanship at the time of delivery provided that notice has been given to the Seller of such defect within forty-eight hours of the time when by reason of an opportunity to inspect the goods or otherwise the Buyer could first reasonably have ascertained that such defect existed and provided that the Buyer has not in any way dealt with the goods as to result in their being in any worse condition than when delivered.

9.2 Except where the Seller has submitted to the Buyer a specification which is expressly specified to be binding upon the Seller, the Buyer is deemed to have satisfied himself as to the suitability of the goods for the purpose which the Buyer requires them and no warranty, term or condition as to the quality, condition or suitability for any purpose of any goods shall form part of the contract or have any force or effect as collateral thereto and any other terms or warranties that might otherwise arise by statute or by implication of law are hereby expressly excluded

9.3 If the Seller has the benefit of any guarantee or warranty given by any manufacturer of the goods, the Seller will at the request of the Buyer use all reasonable efforts to ensure that the benefit of such guarantee or warranty inures to the benefit of the Buyer and will at the Buyer's request and cost execute an assignment of the benefit of such contract to the Buyer

9.4 Where any goods are delivered that do not comply with the contract the Buyer shall prior to making any claim for damages or compensation against the Seller afford the Seller a reasonable time and opportunity to act in accordance with Clause 9.1 and the Seller shall in any event not be liable to the Buyer for any loss or waste of storage, warehousing, shipping, processing, manufacturing or other space or facility or labour time or effort expended of any like nature or any other indirect loss

9.5 Without prejudice to the operation of any other of these Conditions where any goods are delivered that do not comply with the contract any liability of the Seller to the Buyer for any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum equal to 200% of the contract price of that part of the goods in respect of which the default has been made

9.6 Where the Buyer requests to be invoiced electronically, they must ensure the Seller is provided with the correct e-mail address and any changes thereafter. The Seller cannot guarantee the security of this information once it has left the servers.

10. GENERAL LIMITATION OF LIABILITY

10.1 Without prejudice to the effect or operation of any other Clause the aggregate liability of the Seller to the Buyer for any loss or damage of whatsoever nature arising out of any breaches of this contract shall be limited to and shall not exceed a sum equal to 200% of the contract price of the goods comprised in an order or (where the goods are delivered by instalments) the price of the goods comprised in the instalment in respect of which the breach occurs

10.2 The Seller does not limit its liability in respect of personal injury or death caused by the negligence of the Seller or its employees.

11. INVALID TERMS

11.1 If any of these Conditions which seeks to impose any restriction or limitation of liability on the part of the Seller to any specified sum or percentage of the price of the goods and to which the Unfair Contract Terms Act 1977 applies does not satisfy the requirement of reasonableness, such restriction shall not be disregarded or treated as null and void or as having no application but shall be construed as if there were substituted for it such greater minimum specified sum or percentage of the price of the goods as would in the opinion of a court arbitrator or tribunal be reasonable and shall be given effect accordingly

11.2 Subject to Clause 11.1 if it appears to any court arbitrator or tribunal that any terms of these Conditions is invalid or unenforceable as a result of the application of any rule of law or construction, such term shall be deemed to have been deleted from the document which shall be construed accordingly

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Seller owns and retains all intellectual property rights know-how and confidential information in the goods, and in any additions to or enhancements of the goods which may be developed as a result of any requirement of the Buyer.

12.2 Where any designs or specifications have been supplied by the Buyer for manufacture by the Seller then the Buyer warrants the use of those designs or specifications for the manufacture, assembly or supply of the goods does not infringe the rights of any third party.

13. FORCE MAJEURE

13.1 The Seller shall have no liability for delays in performing any obligations to the Buyer due to any cause of whatever nature outside the reasonable control of the Seller.

13.2 In such event the Seller may without liability cancel or vary the terms of the contract including extending the time for performing it. The Buyer shall take or pay for such part of the goods as the Buyer shall be able to deliver.

14. LAW

14.1 These conditions and any contract of which they form part shall be governed by and construed in accordance with English Law

14.2 The Buyer irrevocably submits to the non-exclusive jurisdiction of the English Courts

Please note all details were correct at the time of going to press, ensure that you check with our Call Centre who have the up to date information on our terms of trading. The right is reserved to make changes without notice.

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