

# TERMS & CONDITIONS



## Standard conditions of sale in the United Kingdom

### 1 General

These standard conditions apply to all sales in the United Kingdom and they override any other terms or conditions. These conditions can only be varied if we make a change in writing.

### 2 Orders

No order will be binding on us until we have accepted it in writing or delivered the goods. These conditions apply to any orders we accept or deliver (or both).

### 3 Delivery

Any times we quote for delivery are estimates only. We will try to deliver the goods within any times we have quoted or you have requested. However, you cannot make any claim against us if we fail to do so.

### 4 Returns

You cannot return any goods which you have ordered and we have delivered.

### 5 Damage or loss during delivery

We will not be liable for goods lost or damaged while being transported, except in the following circumstances.

- a If the goods are not delivered, you must report this to us in writing within 14 days of the date on our invoice.
- b If the goods are damaged or there is a shortage you must report this to us in writing within 3 days of the date of delivery. If the goods were delivered by an outside carrier rather than us, you must also keep to all that carriers conditions for reporting damage or shortages.

### 6 Prices

- a The standard prices we charge and recommend that you charge are shown in the standard price list applying at the date we send your order. If the goods are delivered in instalments, the prices are those which apply at the date we send each instalment.
- b The minimum value for orders and any quantity discounts available are also shown in the standard price list which applies at the date we send the order or instalment.
- c We charge VAT on top of the standard prices.
- d Excise tax (where appropriate) is included in the prices we quote. We will alter our prices and issue a new standard price list if the rate of excise tax changes before we issue your invoice.
- e If extra costs arise because of any further instructions you give us, or because of any mistakes in your instructions, we can charge you for those extra costs.

### 7 Payment

- a You must pay the full amount shown on our invoice within 30 days of the date of that invoice. If you don't, we will charge interest on that amount from the 31st day after the invoice date until we receive full payment. We will add interest each week at a rate equal to 2% above the National Westminster Bank Plc base rate.
- b All contracts for selling our products to you are deemed to have been made in our office at High Wycombe, Buckinghamshire. You must send your payment for any order to that office.

### 8 Risk and ownership

- a The risk of loss or damage to the goods becomes your responsibility once they have been despatched.
- b The following conditions apply until we have received full payment of all amounts you owe to us at any time and for any reason.
  - i The goods will remain our property and you must keep them in a way which clearly indicates that we own the goods.
  - ii Unless iii and iv below apply, you may sell the goods in the ordinary course of your business.
  - iii We may withdraw our permission for you to sell the goods if you are more than 7 days late in paying any amount you owe us.
  - iv You will automatically lose the right to sell the goods if you go into liquidation, have a receiver appointed to manage your affairs, or you commit any act of insolvency.
  - v When you lose the right to sell the goods you must set all the goods that you have not sold to one side for us. We will not be obliged to deliver any further goods to you. We may enter your premises to remove the goods and to sell or otherwise deal with them for our own benefit. The amount you owe us will then be reduced by the proceeds, if any, from selling those goods, less our costs in recovering them.

### 9 Liability

- a If we fail to deliver all the goods you ordered, we will either make up the shortfall or reduce the amount you owe by the cost of the goods not delivered.
- b If we do not keep to any of these conditions, the most you can claim from us in compensation is the price of the goods. This limit of our liability does not apply to death or personal injury caused by the negligence of us or our employees while acting in the course of their work.
- c All warranties and conditions, express or implied, do not apply unless they must apply by law.

### 10 Cancellation and suspension

We may cancel all or any orders or withhold delivery if:

- you do not pay any amount you owe us by the date the payment is due;
- you break any of these conditions;
- you go into liquidation, have a receiver appointed to manage your affairs, or commit any act of insolvency; or
- we have any reason to doubt your creditworthiness.

We will not be liable for any loss or damage which results from our cancelling an order or withholding delivery.

### 11 Disputes and set-off

You cannot withhold any amount we have correctly invoiced you for, even if you are claiming compensation from us under these conditions.

### 12 Product description

We are continuously developing our products. Because of this we may alter the products, their design and prices without giving you notice. Any advertisements, catalogues and other written materials we issue are only general guides to products and are not binding upon us.

### 13 Circumstances beyond our control

We will not be liable for our failure to keep to or delay in keeping to these conditions if the failure or delay is caused by circumstances beyond our control, including (but not limited to) industrial action, accidents, fires and lack of material or staff.

### 14 Non-enforcement

If we fail to enforce or delay enforcing any right under these terms, this will not eliminate that right or prevent us from enforcing it in the future.

### 15 Credit references

- a We may make a search with a credit reference agency. That agency will keep a record of that search and will share their information with other businesses. We may also contact a credit reference agency to make enquiries about your principal directors.
- b We may monitor and record information relating to your trade performance. In order to prevent fraud our records will be available to credit reference agencies, who will share that information with other businesses which provide credit.