

### 1. Prices

Unless otherwise specifically agreed all goods are sold at the price currently quoted by us on the day of despatch. Any price alteration to those currently shown in our Price Lists may be done so without prior notice. Prices shown do not include VAT or carriage.

### 2. Payment

Unless otherwise agreed, all goods are to be paid for by cash, cheque, debit card or credit card with order. Minimum purchase on debit or credit cards is £25.00.

### 3. Credit

- a. Where credit is granted, payment shall be **30 days** from date of invoice and must be strictly observed.
- b. We reserve the right to charge interest at the rate of 2% per month compound on all accounts in arrears and withhold credit facilities.

### 4. Carriage and Packing

- a. All costs of carriage and packing are chargeable unless otherwise stated.
- b. Any damage in transit must be notified in writing within 3 days of receipt.

### 5. Delivery

Whilst every effort is made to adhere to delivery times stated, liability for delay however caused and for loss howsoever arising there from is hereby excluded.

### 6. Cancellations

Orders or part orders cannot be cancelled without prior agreement and written consent of the vendor. Returned material must be in new and unused condition and in the original packaging. A cancellation fee of 20% of the order value may be applied subject to our discretion when raising a credit for returned or cancelled items. Special orders cannot be cancelled nor can such items be returned.

### 7. Exclusions

All liability of whatsoever nature in respect of any loss whatsoever howsoever caused arising out of or in respect of or in connection with the sale of any goods is hereby excluded. This in no way prejudices the purchaser's right under current legislation.

### 8. Amendment

No employee or agent save for a Director has any authority to vary the terms of these conditions of trading whether by addition, subtraction, amendment, or by any other means whatsoever.

### 9. Returns

No goods will be accepted back without prior agreement or without a covering letter stating reason for return.

### 10. Retention of Title

The goods supplied, unless otherwise agreed, remain the property of the vendor until all debts owing to the vendor or to be created in the future and arising out of any business transaction with the purchaser have been paid. In the event of bankruptcy or insolvency of the purchaser, the title of the goods shall remain with the vendor until all outstanding debts owed by the purchaser to the vendor have been discharged. Upon the happening of such an event the vendor shall have the right to enter upon the premises of the purchaser for the purpose of re-possessing any goods, which he has supplied, and remove them at the purchaser's expense whether or not the goods have been mixed. Notwithstanding the foregoing, the goods shall be at the purchaser's risk on delivery.

### 11. Warranty

- a. The vendor warrants to the original buyer in respect of goods supplied by the vendor that as from the date of supply/invoice for a period of twelve months the vendor will replace or repair free of charge any part of or parts thereof proved to its satisfaction to be defective owing to faults in workmanship or materials. All labour, travel and carriage costs involved in effecting such replacement or repair will be borne by the buyer.
- b. The vendor reserves the right to supply and charge for goods pending the outcome of any manufacturer's investigations into the validity of a warranty claim.
- c. Any item returned under warranty must be accompanied by a copy of our invoice and a full description of the goods along with the reason for return. Description "faulty" will not be accepted.
- d. Warranties shall not apply to:
  - i. Any defect which in the opinion of the vendor has arisen due to misuse, misapplication, neglect, accident, fair wear and tear, improper application, installation, servicing or repair, or alteration in any way not recommended by the manufacturer.
  - ii. Any goods installed outside the UK.
  - iii. Any defect not notified to the vendor by the buyer in writing within 7 days of it coming to or of when it should have come to the buyer's notice.
  - iv. Any goods, which have not been paid in full.

### 12. Applicable Law

For the purpose of resolving any dispute arising out of a sale, the contract shall be governed by English Law.