



TERMS & CONDITIONS OF SALE

1. These conditions of Sale shall apply to all sales of goods by us to you and shall be in substitution for and not in addition to any Conditions, which may from time to time be attached to your order.
2. Advertisements, etc - Catalogues, Price Lists, and other advertising matter are only an indication of the type of goods offered and not prices or other particulars contained therein shall be binding on us.
3. Prices - All prices are nett and are subject to variation by us without notice. Goods will be invoiced at price ruling at the time of despatch.
4. V.A.T. - All V.A.T. charged is strictly NETT.
5. Despatch - Every effort will be made by us at all times to despatch orders on the due date, but we shall not be under any liability whatsoever for delay in despatch howsoever arising. We reserve the right to deliver in more than one consignment and invoice each consignment separately.
6.
 - a. Return of Goods - Goods will only be accepted for return if our prior written approval has been obtained. Goods rejected by you as not complying with the Contract must be so rejected within seven days of receipt by you. If goods are returned for any reason other than faulty manufacture or delivery of the wrong type or quantity of goods, a handling charge will be made of 10% of the original invoice price. Goods must be returned carriage paid.
 - b. Order amendment and cancellation - (1) No order shall be subject to amendment or cancellation by you in whole or in part without our written consent. (2) In the event of cancellation, we reserve the right to charge you by the way of liquidated damages the greater sum of 25% of the accepted contract price or the cost of all work carried out and material ordered at the date of cancellation together with the sum equal to a proportion of the total contract price for loss of profit.
7. Claims for Damage Loss or Non-Delivery - Prior to risk passing in the goods we will not entertain claims for your damage loss or non-delivery unless notice is given to the Carrier and to us in writing (other than on the Carriers delivery note) within the following time limits:- (1) Partial loss and damage. Within 3 working days of delivery to you. (2) Non-Delivery. Within 7 working days of date of invoice. We shall not be under any liability unless these Conditions are observed.
8. Minimum Quantities - All items will be supplied only in quantities as shown on our price lists and/or catalogues or in multiples thereof. Any order not conforming to this quantity or a multiple thereof will be increased to the next higher multiple. Minimum order for carriage paid is £100 nett wholesale value. Orders under this value will incur a carriage charge.
9. Payment:-
 - (1) Payment in full will be due within 28 days from the end of month of the date of invoice (unless otherwise agreed in writing).
 - (2) If you fail to make payment when due or if you become insolvent or go into liquidation or otherwise cease to carry on business we shall be entitled to withhold or cancel at our option further deliveries.
 - (3) If you do not pay on the due date we reserve the right to charge interest at the rate of 4% per annum above the base rate of (HSBC Bank plc) for the time being such interest to accrue on a day to day basis.
 - (4) If you fail to give us despatch instructions promptly when required payment shall be due forthwith and we shall be entitled (but not bound) to store the goods at your expense.
10.
 1. Liability - Except as expressly otherwise provided in these Conditions, we, our servants and agents shall be under no liability:- (i) in respect of the quality, conditions or description of goods supplied or their fitness for any particular purpose; (ii) for loss or damage (whether consequential or direct) however caused to the buyer or to any other person; or (iii) for death or personal injury otherwise than by our negligence to you or to any other person; or (iv) for the delay in the manufacture or despatch of the goods; and any term, condition or representation contrary to this Condition whether express or implied by statute, common law or otherwise, is hereby expressly excluded.
 2. You will fully and effectively indemnify us against all damage or injury to any person firm of company and against all actions, claims, demands, costs, charges and expenses (including costs charged on reasonable basis for our executives) for which we may become liable in respect of the goods sold except to the extent admitted expressly in these Conditions and unless such damage or injury shall have been a direct result of our negligence and can be attributable to no other cause whether in whole or in part.
11. Guarantee - If any defect in the materials from which the goods are made or fault in the manufacture of the goods shall be found to exist and be reported to us in writing within a period of one calendar month from the date of delivery of the goods we will repair or at our option replace the defective goods free of charge (provided that they are returned to us carriage paid and) provided that this guarantee:
 - (1) shall not cover defects of faults in components not manufactured by us;
 - (2) does not apply to damage sustained in transit;
 - (3) shall not apply to small variations in quality which do not materially affect the general use of the goods; (and)
 - (4) shall cease to have effect if the goods have been used for any purpose other than those for which they are intended or otherwise than in accordance with our instructions, or stored in improper conditions.
12. Reservation of Title -
 - (1) From the time of delivery the goods shall be and thereafter remain at your risk.
 - (2) Legal and Equitable title to the goods supplied by us shall remain our property at all times until payment of all moneys owing by you to us and you will hold such goods as our bailee and will have liberty to transfer the ownership in the goods in the normal course of trading but the proceeds of any sale shall belong to us and shall be used for the discharge of all moneys owed to us by you.
13. Force majeure -
 - (1) We shall not be liable to you to the extent that fulfilment of its obligations to you has been prevented, hindered or delayed by force majeure as hereinafter defined.
 - (2) For the purpose of this Condition force majeure shall mean any circumstances beyond our control and shall include (without restricting the generality of the foregoing):-
 - (i) riots, civil commotions, war, rebellion, national or international emergency, strikes, lock-outs, or other labour disputes;
 - (ii) destruction or damage due to natural causes, floods, fires, explosions or breakdown of machinery;
 - (iii) any order of a local, national or international authority;
 - (iv) shortage of labour, equipment, raw materials or supplies.
14. Legal Construction - This Contract shall in all respects be construed and operated as an English Contract and in conformity with English Law.

Dossil Ltd
22 Queens Close
Over
CB24 5NN

REGISTERED NUMBER: 9072604 England