

# TERMS AND CONDITIONS OF SALE

All goods offered by Holtain Ltd ("the company") are subject to the following terms and conditions.

- 1) Subject to any variation under Condition 14, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
- 2) Each order or acceptance of a quotation for Goods or Services will be deemed to be an offer by the Buyer to purchase Goods or Services upon these Terms and Conditions.
- 3) CREDIT ACCOUNTS are at the continuing discretion of the company and subject to receipt of suitable credit references.
- 4) SETTLEMENT TERMS: Payment terms for account customers are 30 days from receipt of invoice. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 8% over the relevant Bank of England base rate on a day to day basis plus compensation arising from late payment under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998 plus any additional costs incurred in recovery of the debt. Title of goods passes to the customer only on payment in full and the company shall have the right at any time prior to receiving payment in full to enter onto the purchaser's premises to repossess the goods. In the event of non payment we reserve the right to suspend the supply of goods and add any costs incurred in the recovery of the amount outstanding to the final balance. Any relaxation or indulgence granted to the customer by the company shall not be deemed in any way waiver of, or to prejudice the rights of the company.
- 5) PRICE: orders are accepted on the condition that goods will be supplied at the company's prices current at the date of despatch. All UK & EC orders subject to VAT where applicable. **If evidence that VAT should not be charged is provided after an invoice has been raised the company reserves the right to charge a £30.00 administration fee**
- 6) QUOTATIONS AND PROFORMA INVOICES are valid for 90 days from date of issue unless otherwise stated.
- 7) DELIVERY Carriage charges will apply.
- 8) CLAIMS with respect to faulty, damaged goods must be made within seven working days of receipt of goods. Claims for non delivery of goods must be made within seven working days from date of invoice. Wrongly ordered goods will only be accepted for credit at our discretion, and may be subject to a

handling charge of up to 30% of the sale price. Goods will only be accepted for credit if they are in their original, unused and undamaged condition and accompanied by the appropriate delivery/advice note. All goods supplied by the company are of a quality suitable for the purpose intended. It is for the customer to decide as to the product suitability. The liability of the company will not exceed the value of the goods supplied. Loss of profits and consequential financial losses are excluded.

- 9) **WARRANTY:** The company will repair or replace any goods of its manufacture if the company is satisfied that such defects arose solely through faulty material or workmanship, and such goods are returned carriage paid immediately on discovery of the defect, and, in any event not later than 1 year from the date of dispatch. The company shall in no way be liable for any consequential loss or damage.
- 10) **SPECIAL ORDERS:** orders for goods not stocked and especially designed and made for a customer may be subject to additional charges to cover extra costs incurred. Once the order has been accepted by the company, it cannot be cancelled or returned for credit in whole or part.
- 11) **CUSTOMERS CONDITIONS:** Special conditions on customers order forms will be accepted as binding, providing they are not at variance with our terms and conditions.
- 12) **DIRECTORS GUARANTEE:** Any amount owed to the company that remains unpaid by a limited company will be the joint and several responsibility of the directors of that customer's company.
- 13) **PRIVACY STATEMENT:** The Company promise never to part with your e-mail address, or other personal details, to anyone other than any agent or representative of the company.
- 14) **GOVERNING LAW:** The Terms and Conditions shall be governed by, and interpreted in accordance with the Laws of England and Wales
- 15) **VARIATION OF CONDITIONS:** Any alteration to our above standard terms and conditions must be in writing and signed by the customer and an authorised representative of the company.