



# TERMS AND CONDITIONS OF SALE

## 1. GENERAL

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the buyer whether in negotiation or at any stage in the dealings between the seller and buyer with reference to the goods to which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard or printed terms furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notification in writing.

## 2. VARIATION

Neither the buyer nor the seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

## 3. DESCRIPTION

The description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description.

## 4. SAMPLE

Notwithstanding that a sample of the goods has been exhibited to and inspected by the buyer, it is hereby declared that such sample was so exhibited and inspected solely to enable the buyer to judge for himself the quality of the bulk, and not so as to constitute a sale by sample.

## 5. PRICE

- (a). All quotations and estimates issued by the seller are, unless otherwise stated, based on the current cost of production (material hours and wages) and are subject to amendment on or after acceptance to meet any rise or fall in such costs.
- (b). Any variation to prices quoted as a result of government taxes and levies will be for the buyer's account.
- (c). All prices are exclusive of Value Added Tax which will be charged at the rate ruling at the date of invoice.

## 6. PAYMENT.

- (a). Payment for goods supplied under the contract is due the end of the month following that of despatch. Any other payment terms must be agreed in writing prior to shipment.
- (b). If payment of the price or any part thereof is not made by the due date, the seller shall be entitled:
  - (i). To charge interest on amount outstanding.
  - (ii). To require payment in advance of delivery of undelivered goods.
  - (iii). To refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery.
  - (iv). To terminate the contract.

## 7. DELIVERY

Carriage paid on orders over £300 UK mainland; a £9-00 charge will be added to all orders below this amount. Express delivery is available at extra cost. Offshore carriage is NOT to our account. Prices do not include VAT. Claims for non-arrival, breakage, damage or theft can only be entertained within 7 days of receipt of goods. Goods returned must be accompanied by a Debit Note. Carriage will not be refunded without prior agreement.

## 8. RETURNS

Goods will be accepted for return only with the prior written agreement of "Ravensden PLC". Where goods have been supplied in good faith as per customers' order and subsequently accepted for return, a handling/returns charge of not less than 10% will be made. Orders may be cancelled only with the prior written agreement of "Ravensden PLC". Cancellation of orders for items that have been sourced but not yet delivered will not be accepted.

## 9. RISK

The risk in the goods will pass to the buyer upon delivery.

## 10. TIME

The seller undertakes to use reasonable endeavours to despatch the goods on the promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing.

## 11. PROPERTY

Title in the goods remains vested in the Company and shall only pass from the Company to the buyer upon full payment being made by the buyer of all sums due. On the appointment of an administrative receiver there is automatic revocation of the buyer's rights to use the goods.

## 12. FORCE MAJEURE

If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components or any other cause beyond the reasonable control of the seller a reasonable extension of time for delivery shall be granted and the buyer shall pay such reasonable extra charges as shall have been occasioned by the delay.

## 13. LAW

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the proper law of the contract.