

## **Terms and Conditions**

### **1 Conditions applicable**

These conditions apply to all contracts for the sale of goods and/or services by us, Spaceway South Limited. to you, to the exclusion of all other terms or conditions. Any order from you gives rise to a binding contract, which incorporates these conditions with us only when we have notified you in writing that the order is accepted or when we have made delivery of goods to you.

### **2 Specifications**

All illustrations, photographs and specifications are given as a general guide unless specifically stated otherwise, and do not form part of the contract. We reserve the right to improve, alter or substitute products without prior notice.

### **3 Prices**

Prices quoted exclude Value Added Tax. Quotes are valid for thirty days from the date of quotation and include delivery in the UK mainland. Northern Ireland delivery is at cost to be confirmed at point of order. Orders under £50 are subject to a £10 administration and handling charge. Minimum order value for any one order is £10 net.

### **4 Delivery and Packaging**

Delivery dates (unless specifically agreed otherwise) are estimates only and we shall not be liable for any loss or damage resulting from any delay in delivery. We reserve the right to make part deliveries, each part delivery being treated as a separate contract. Risk in Goods passes to you on delivery.

Goods will be delivered to your premises by the most practicable method, but transfer within your premises or onward delivery (unless specifically agreed otherwise) is your responsibility. Goods must be signed for at point of delivery.

### **5 Claims for damage etc.**

Claims for loss or non-delivery of Goods, damage in transit, short delivery, or incorrect goods must be notified to us within three days of the delivery date. Goods damaged on delivery will not be accepted as damaged unless signed for as such. Wherever possible, original packaging must be retained. Our liability will be limited to replacement of damaged goods or refund of the price of undelivered goods at our option. Goods are not sold for any particular purpose unless specifically agreed. We shall not be liable for

any indirect or consequential loss arising out of or in connection with the sale of goods to you.

### **6 Payment**

Credit accounts are opened subject to status and are strictly due 28 day of the month following the month of invoice, otherwise net cash with order. Where a part shipment is made, payment shall be made of the contract price attributable to that part. Payment by cheque shall be treated as received once your cheque has cleared. We reserve the right to charge interest on late payments at the rate of 4%pa above the base rate of Barclays Bank PLC both before and after judgement. If any payment falls into arrears or you are the subject of any insolvency or related proceedings you must immediately notify us and we will have the right to cancel or postpone any contract, wholly or in part, and to be paid immediately for performance or part performance of any contract to date.

### **7 Ownership of Goods**

You will own Goods only once we have received payment in full of all sums owed by you. Until such time you must keep such Goods separate from your property, and clearly identified as our property, and insured to their full reinstatement value. The proceeds of any insurance claim will belong to us. In the circumstances set out in the latter part of 6 above, you shall allow us to enter your premises at any time in normal business hours to recover and/or resell Goods.

### **8 Cancellation and return of Goods**

You may only cancel a contract with our prior written consent and on the basis that you will indemnify us against any costs or consequent losses. The return of Goods for credit will not be accepted for any reason whatsoever, without our prior written consent. A standard restocking charge of 20% of contract value applies. Non-standard goods cannot be returned under any circumstances

### **9 Telephone calls**

Telephone calls may be recorded. This is for your protection and may be used in internal training.

### **10 General**

These conditions, and any contract between us, shall be subject to and construed in accordance with English law.

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