

MINSTER DISTRIBUTION LTD

TERMS AND CONDITIONS OF SALE

PRICES

*Prices are subject to **Trade Discount** and alteration without notice. Errors and omissions excepted.*

VAT

All items subject to the addition of VAT.

PAYMENT

Accounts to be paid by the end of the Month following invoice and net. Goods remain the property of Minster Distribution Ltd until paid for in full.

DESCRIPTION OF GOODS

Whilst every effort is made to ensure accuracy, all sizes, types and dimensions are only a guide. Photographs, pictures and drawings are only provided for the purpose of assisting with the selection of goods and may not represent accurately the goods actually supplied. Minster Distribution Ltd accepts no responsibility for errors or omissions.

RETURN OF GOODS

A re-stocking charge of 15% will be made on all returned goods, unless otherwise agreed. Special Orders are NON returnable.

MINIMUM ORDER VALUE

The minimum order value is £25.00

DELIVERY

Free of charge by Minster Distribution Ltd transport, within normal delivery area, unless otherwise stated.

CONDITIONS OF SALE 2010

Our "CONDITIONS OF SALE" apply FINALLY on ACCEPTANCE of ALL ORDERS.

MINSTER DISTRIBUTION LTD

STANDARD TERMS & CONDITIONS OF SALES 2002

All quotations offers or acceptances made or given by MINSTER DISTRIBUTION LTD (hereinafter referred to as the Seller) are deemed to incorporate the following terms and conditions and no addition thereto or variation there from shall be made unless specifically accepted by the Seller in writing. No contract for the supply of goods by the Seller shall become binding until the order has been acknowledged in writing by the Seller. Acceptance of goods sold is deemed to constitute agreement to observe and be bound by such conditions finally.

1 QUOTATION & PRICES

- (a) All prices quoted are exclusive of value added tax which will be levied at the current rate applicable.
- (b) All quotations remain valid for a period of 30 days from quotation date unless otherwise stated. The seller reserves the right to withdraw prior to acceptance.
- (c) Unless fixed prices have been expressly agreed by the Seller, prices charged are those ruling at date of despatch.

2 TERMS

- (a) Credit accounts will be granted to satisfactory references from two trade and one bank referee and subject to the Sellers discretion.
- (b) Credit terms are strictly net 30 days unless otherwise agreed in writing. If terms of payment are not adhered to the Seller reserves the right to withhold further supplies and to refuse or limit the amount of any further credit.
- (c) Overdue accounts carry interest at 3% above the base rate of HSBC Bank plc.
- (d) Collective invoices will be issued.

3 MINIMUM ORDER VALUE

A surcharge of £5.00 on orders under £25.00 value will be applied to all credit sale invoices at the Sellers discretion.

4 DELIVERY

- (a) The Buyer is requested to examine all goods upon arrival and to endorse the carriers consignment documents at the time of receipt of any apparent damage, shortage, breakage or other irregularity.
- [b] No responsibility or claims can be accepted for damage or discrepancy in delivery unless the Seller is notified in writing within five days of delivery
- [c] No responsibility can be accepted for damage or short delivery if the Buyer has given the carrier a "received in good condition" signature.
- [d] Goods are despatched on or before the invoice date and whilst every effort is made to meet such delivery date no responsibility or liability can be accepted by the Seller for delays in transit howsoever caused or occasioned.

5 NON-DELIVERY

- (a) Claims for non-delivery cannot be considered unless written notification is made to the Seller within a period elapsing five days from invoice time.
- (b) Any times or dates stated for delivery are estimate only and cannot be guaranteed.

6 RETURNED GOODS

- (a) No goods supplied by the Seller shall be returned to the Seller for whatsoever reason without prior written agreement and the Seller will refuse acceptance of any goods returned without such agreement. A re-stocking charge of 15% plus costs of transport will apply the minimum charge will be £25.00.
- (b) Where goods returned to the Seller as defective are found to be correctly supplied to specification, the Seller reserves the right to levy a charge sufficient to cover the cost of inspection and despatch.

7 QUALITY

- (a) Goods supplied by the Seller and claimed to be defective by the Buyer shall not form the subject of any claim for loss, damage or expense whatsoever arising directly or indirectly from such defects.
- (b) The Sellers liability will be limited to replacement or free repair at Sellers option.
- (c) Sellers option, no complaint as to quality or workmanship will be entertained after a period elapsing 30 days from date of invoice.
- (d) No goods supplied to the Buyer shall carry any warranty or conditions to sale express or implied as to quality or fitness for any particular purpose. No proprietary article offered by name type and /or size to the Buyer by the Seller shall carry any warranty or condition of sale as aforesaid save such warranty as may be offered in writing at the time of sale.
- (e) Whilst every endeavour will be made to supply material in accordance with quality of samples submitted or quoted for, the Contract is not a contract of sale by sample. Samples must only be regarded as being generally representative of the goods to be supplied and are not tested or sold as fit for any particular purpose. Any term, warranty or condition, whether express, implied, statutory or otherwise to the contrary is excluded.
- (f) Orders placed to special order cannot be cancelled.
- (g) Risk in respect of goods shall pass to the Buyer on delivery. Delivery is deemed to be when goods are lifted from the delivery vehicle.
- (h) Galvanised nails are not guaranteed when covered in wet finish products. It is recommended that nails are over dabbed.

8 TITLE

The property is the goods supplied, and title shall not pass to the Buyer until all monies due for the goods supplied have been paid in full. The Buyer of the goods shall remain a bailee only until payment is made and received in full and such goods shall remain the Sellers property. The Seller is entitled at any time after the expiry of 30 days, subject to condition 2 above, from the date of the invoice for goods sold to retake possession and remove any goods not paid for in full pending payment in full, the Buyer shall keep such goods fully insured against fire, theft and accidental damage. Buyer agrees to store such goods and products in such a way that they are readily identifiable as the property of the Seller. In the circumstances defined in this condition, Seller shall be entitled immediately after giving notice of its intention to repossess to enter upon the premises of Buyer with such transport as may be necessary and repossess any goods or products to which it has title hereunder. The fact that the property in the goods shall not pass until payment is received in full shall not in any way affect the liability of the Buyer to pay for the goods.

9 QUANTITY

The Seller reserves the right to amend order quantities by 10% either over or under to suit standard carton packing

10 CANCELLATION

Orders, once placed cannot be cancelled except by mutual agreement and then only on terms which could fully indemnify the Seller.

11 VARIATION

- [a] In the event of the Buyer order forms containing special printed conditions the order will be accepted on the distinct understanding that such special conditions are binding only so far as they are not at variance with the Sellers own terms and conditions.
- [b] Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed between both parties in writing.

12 FORCE MAJEURE

The performance of all contracts is subject to variation or cancellation by the Seller owing to any Act of God, war, strikes, lock-outs, fire, explosion, flood, drought, tempest or any other cause beyond the control of the Seller or owing to the inability by the Seller to produce materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by such contingency.

13 INTERPRETATION

This contract shall be construed and interpreted in accordance with the law of England and no action or proceedings in relation thereto or arising there from shall be initiated by or against us except in the English Courts.

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