

## TERMS AND CONDITIONS

**INTERPRETATIONS:** In these conditions, "The Company" means **DRAINFAST LTD**

**TERMS:** Settlement to be net within 30 days from end of month of invoice date to approved accounts unless otherwise negotiated. We reserve the right to claim all costs if it is necessary to recover outstanding debts which exceed our stated terms, whether through the Courts or otherwise, and to charge interest on the outstanding balance at 3% p.a. above bank rate from the date the debt becomes overdue.

**PRICES:** Prices quoted are subject to VAT, unless otherwise stated. They are subject to alteration without notice, and the prices at which goods are invoiced will be the price ruling on the date of dispatch.

**OWNERSHIP:** The ownership of goods supplied shall not pass to the Purchaser (and on receipt the Purchaser shall keep the goods as Bailee and trustee of "The Company" returning them on demand) until the invoiced price of the goods shall be wholly paid and until any other previous sums whatsoever which are due from the Purchaser to the Company have been paid in full without any reduction or detourment on account of any dispute or cross-claims whatsoever. Nevertheless the risk shall pass to the Purchaser immediately the goods are delivered to him.

**DELIVERY:** Carriage will be charged on orders under £ 75 value (excl. VAT). If special delivery requirements involve overnight delivery services, other fast delivery or specialist services, then the cost will be charged to the customer unless otherwise agreed. There is a minimum order charge of £ 10 on all orders of less than £ 10 value.

**DELIVERY TIME:** Any date or period for delivery stated by "The Company" is given as an estimate only and is not binding on "The Company". "The Company" does not accept any liability whatsoever for costs incurred due to late delivery.

**DAMAGE OR LOSS:** In the event of partial damage or loss, a claim on the carriers and "The Company" must be made in writing within 3 days of delivery. Non-delivery must be notified to "The Company" within 14 days of date of invoice.

**RETURNS:** Items correctly supplied against a firm order may not be returned for credit without prior agreement from "The Company". "The Company" reserves the right to make a percentage charge for restocking of 15% of goods value.

**DATA SHEETS:** These are available to cover various products supplied within our range and can be obtained on request. Purchasers should make application as necessary.

**USAGE:** These goods are supplied on the condition that we cannot be held responsible if they are used for any other purpose than that specified by the manufacturer. Our recommendations and advice are given without legal responsibility and solely on the basis of information received.

**DRAINFAST:** Shall not be liable to customer for:

1. Damage to goods or injury to persons resulting from negligent or improper use or handling of goods by the customer, his employees or agents or members of the general public.
2. Any Loss of profit or contracts or other consequential losses of any kind contingent upon any acts or omissions of Drainfast Ltd or its agents however caused.

Any liability against Drainfast Ltd shall be notified to the same within 14 days of the liability arising or shall be void and unenforceable.

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