

TERMS AND CONDITIONS OF SALE

GENERAL

1. These terms and conditions form the entire agreement between Intimex Holdings Ltd ("the Supplier") and the customer ("the Customer") whose name appears on the invoice or delivery note ("the Invoice") for the sale and purchase of goods appearing on the Invoice ("the Goods"). Where a prior written agreement exists between the Supplier and the Customer with respect to the Goods the provisions of that agreement shall in all cases prevail over these terms and conditions.
2. Orders are accepted by the Supplier subject to availability of stock. The Supplier reserves the right to deliver the goods in two or more instalments. Time of delivery shall not be of the essence of this agreement.
3. The Supplier reserves the right to withhold further supplies in the event of any breach of any of these terms and conditions for any other reason which the Supplier considers warrants such actions.
4. The Supplier shall not be liable in any way for any loss of trade or profit occurring to the Customer in the event of delivery of the Goods being delayed or prevented by reason of fire, flood, accidents, strikes, lock outs, trade disputes, acts or restraints of government, the imposing of restrictions on exports or from any other cause.
5. These terms and conditions are subject to the law of England and Wales.

PAYMENT TERMS

6. The price payable by the Customer for the Goods shall be the total amount stated as payable on the Invoice and shall include any costs of packaging, postage and delivery indicated as payable by the Customer in the Supplier's catalogue or order form or otherwise.
7. Unless otherwise agreed in writing by the Supplier the Customer shall pay the amount stated as payable on the Invoice by the date for payment stated on the Invoice.
8. Unless otherwise agreed in writing by the Supplier or specified on the Invoice, all amounts are payable in pounds sterling drawn on a Bank based in the United Kingdom.
9. Failure to settle all amounts by the due date may result in withholding of further supplies.

DELIVERY

10. In these terms and conditions delivery shall, unless otherwise agreed in writing, mean delivery of Goods to the business address of the Customer or the Customer's agent as stated on the Invoice or to a carrier designated by the Customer.
11. Unless otherwise indicated on the Invoice or agreed in writing between the Supplier and the Customer:
 - a) delivery in the UK or Ireland will be subject to despatch charge.
 - b) carriage to an address not in the UK or Ireland shall be at the cost and risk of the Customer.
12. Risk on the Goods shall unless otherwise agreed in writing pass to the Customer upon delivery.

TERMS OF SUPPLY

13. All Goods, unless otherwise agreed in writing by the Supplier, are supplied on a firm sale basis. Returns will not be accepted other than as agreed in accordance with the Supplier's Returns Policy in force at the time of return.
14. All Goods shall remain the property of the Supplier and neither legal nor beneficial title to goods shall pass to the Customer until all sums in respect of those goods being due from the Customer have been paid in full.
15. Claims for loss or damage in transit:
 - a) Where Goods are despatched by the Supplier to an address for delivery in the UK or Ireland, claims for damage or partial delivery must be notified to the Supplier by the Customer within 7 days of delivery and claims for complete loss of consignment must be notified within 14 days of the date of the statement of account for the period in which the Invoice was raised. Otherwise liability will not be accepted.
 - b) Where Goods are despatched by the Supplier to an address for delivery not in the UK or Ireland, claims for damage or partial delivery must be notified to the Supplier by the Customer within 30 days from receipt of the consignment by the Customer or the Customer's agent.
 - c) Where Goods are despatched other than by the Supplier the notification and acceptance of claims is subject to the Supplier's Insurance Claims procedures from time to time in force. Details of this procedure will be shipped with the Goods.
 - d) Where Goods are despatched by the Supplier to the Customer through a third party carrier, no claims will be entertained unless the carrier's terms and conditions have been complied with and any damage has been notified to the carrier upon delivery.
16. Where the customer requires goods to be installed the Customer hereby authorises the Supplier or their subcontractor to act as the Customer's Attorney in arranging for the goods to be installed at the Customer's risk without liability to the Supplier.
17. The Subcontractor has no authority to receive funds for goods delivered, installed or serviced by the subcontractor unless authorised in writing by the Supplier to the Customer.