

ADDJECT

TERMS & CONDITIONS OF SALE

1. Definitions
In these general terms and conditions of sale:-
 - 1.1. "the Company" means Addject Ltd;
 - 1.2. "the Customer" means the person, firm or company to whom the Company agrees to supply any goods under the Contract;
 - 1.3. "Goods" means goods the Company agrees to supply to the Customer under the Contract;
 - 1.4. "the Contract" means the agreement, to which these Conditions apply, made by the Company for the supply of any goods; and
 - 1.5. "These Conditions", means the terms and conditions of sale of which this definition forms part.
2. Terms of Trade
 - 2.1. The Company supply on a strictly business to business basis
3. Specification
 - 3.1. The Company reserves the right to update and amend any specification of Goods without notice to the Customer.
 - 3.2. The images of the Catalogue serve as a guide only, and the colours and finishes of the Goods may vary.
4. Payment
 - 4.1. The Customer shall pay the Company in full for all Goods on a Pro Forma basis, until a regular trading history has been established.
 - 4.2. Upon authorisation for a credit account, payments must be made within 30 days of invoice date.
 - 4.3. Credit accounts have to be pre-approved except for Schools and Government Bodies who qualify for automatic credit facilities if the order is accompanied by a formal PO number.
 - 4.4. Without prejudice to the Company's other rights, the company shall at its discretion be entitled to charge interest on a daily basis on any overdue account of the customer, both before and after any judgement, at the rate of 2.5 per cent. Interest will accrue on a daily basis from the due date until the date of actual payment. If overdue accounts are paid on a credit card the customer will be charged a 3 per cent fee to cover the company's costs. Payment by card on a Pro Forma basis will not incur charge.
5. Payment Methods
 - 5.1. Crossed cheque made payable to "Addject Ltd" (please include a remittance advice) addressed to: Addject Ltd, Account Department, PO BOX 2140, SS8 1AB.
 - 5.2. Bank transfer, account details available on request.
 - 5.3. All major credit cards, the customer may incur a charge.
 - 5.4. Overseas Customers acceptable payment methods are either by irrevocable letter of credit or a 50% deposit with the order followed by Telex Transfer prior to despatch. We regret that credit facilities are not available to non-uk customers.
6. Minimum Order & Carriage
 - 6.1. The Company's minimum order value is £200 (Excluding Vat)
 - 6.2. The Company's carriage charge cost is free for UK mainland orders in excess of £300. Carriage for orders less than £300 are charged at £12. Carriage for all overseas orders is charged at cost - please enquire.
 - 6.3. All orders are subject to the These Conditions printed on the order form.
7. Delivery
The Company will use its reasonable endeavours to deliver, or prepare for collection Goods on quoted delivery or collection dates. However, such dates are not of the essence of the Contract and the Company shall incur no liability for failure to deliver or prepare for collection Goods by any such dates.
8. Examination & Acceptance
 - 8.1. The Customer shall examine the Goods upon collection or delivery and notify the Company in writing of any breakages, shortages or defects within 5 working days of collection or delivery with full details of the invoice number they were supplied under. The Company cannot be held responsible for any breakages, shortages or defects notified after this time.
 - 8.2. Where the Company accepts any claim for breakages, shortages or defects brought to its attention under Clause 8.1, it shall either (at its option) replace the Goods or allow the Customer credit in respect of the Goods which are the subject of the claim.
9. Returns
 - 9.1. Where return of goods has been agreed with the Company as per clause 8.1 and 8.2, the products should be sent to the company warehouse at the following address:
Addject Ltd Warehouse
Unit 4
15 Cobham Road
Ferndown Industrial Estate
Dorset
BH21 7PE
10. Cancellation by Customer

- 10.1. The Customer has no right to cancel the Contract and shall not wrongfully refuse to accept any Goods.
- 10.2. If the Customer purports to cancel the Contract in whole or in part or wrongfully fails to accept the Goods, the Customer agrees to pay the Company such an amount at the Company shall reasonably estimate to represent its loss (including without limitation any difference between the amount invoiced to the customer and the price at which the Goods were eventually sold for, or failing such sale, the lowest price at which the Goods could have been sold for by the Company) resulting from such cancellation.
11. Force Majeure
The Company shall not be liable to the Customer in respect of any failure to perform or delay in performing any of its obligations under the Contract where such failure or delay is attributable to any cause of whatsoever nature beyond the Company's reasonable control. Such failure or delay shall not be deemed for any purpose to constitute a breach of the Contract.
12. Liability
The Customer will indemnify and keep indemnified the Company against all claims, proceedings, costs and expenses in connection with any third party claim based upon any allegation that the safety of the Goods (or materials or components comprised within the Goods or any goods in which the Goods are incorporated) is not such as persons are generally entitled to expect, save where such deficiency in their safety was present at the time the Goods were dispatched to the Customer or its agents by the Company or its agents.
13. Retention of Title
- 13.1. In respect of Goods which are the subject of the Contract, legal and beneficial title shall be retained by the Company until earlier of:-
- 13.1.1. the resale of such Goods by the Customer in the ordinary course of its business; and
- 13.1.2. the payment in full for such Goods and all other monies owing by the Customer to the Company on any account whatsoever by the Company.
- 13.2. The Customer, as the Company's gratuitous bailee, shall ensure that the Goods are stored separately, securely; in such manner that they remain identifiable as the Company's property and do not deteriorate in condition until legal and beneficial title therein passes to the Customer.
- 13.3. Upon the occurrence of any of the following three events:-
- 13.3.1. any payment or payments for the Goods or any other monies owing by the Customer to the Company becoming overdue; or
- 13.3.2. a court making an administration order with respect to the Customer or the Customer undergoing any comparable procedure under the laws of any competent jurisdiction; or
- 13.3.3. the Customer entering into liquidation, or being declared insolvent or bankrupt, or making an assignment or other arrangement for the benefit of its creditors, or having an administrative receiver appointed to it, or having a receiver or manager of its assets or a material part thereof appointed, or undergoing any comparable procedure under the law of any competent jurisdiction.
- Then (without prejudice to the company's other rights and remedies in respect thereof) the Company may recover the Goods or any of them which are still in the Customer's possession, with the power to resell the same. This Clause shall constitute an irrevocable licence given by the Customer to the Company, to allow the servants, agents and representatives of the Company to enter the Customer's premises and remove therefrom such of the Goods as might be found therein upon the occurrence of any event listed in Clause 13
14. Governing Law
The Contract shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the Supreme Court of Judicature of England in relation to any claim, dispute or difference which may arise in relation to the Contract.
15. Limitation on sale of Goods
The Customer is required to obtain the prior written approval of the Company before offering the Company's Goods over the Internet. The Company may specify the use of their trademarks, advertising and packaging materials over the Internet.
16. VAT
The Company charge VAT at current rates, and is currently 15% UK only.