



TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	means Safe Cylinder Storage Limited of Blackcomb Works, Mendip Business Park, Mendip Road, Rooksbridge, Somerset, BS26 2UG.

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be the price quoted on the Seller's invoice. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due at the end of the month following the month of the Seller's invoice.
- 4.2 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.3 If payment of the Seller's invoice by the Buyer is not made by the due date the matter may be referred to the CPA for recovery of the invoice debt. If referral to CPA occurs the Buyer will be liable to pay the costs incurred by CPA in pursuing the debt including CPA's current applicable fees for writing to the Buyer, any commission payable by the Seller to CPA and all reasonable incidental costs of recovering the debt.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's delivery note.

6. Warranties

The Seller warrants that the Goods will at the time of delivery or collection correspond to the description given by the Seller in the delivery note. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded.

7. Delivery of the Goods

7.1 Unless the Goods are collected from the Seller's premises, delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall sign the Seller's delivery note detailing the Goods dispatched, to confirm that they have received the Goods.

8.2 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.

8.3 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

8.4 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them.

9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.