



F&L Accessories Ltd - Terms & Conditions of Sale - 2018

GENERAL

The "Company" means F & L Accessories Ltd (FLA). The "Buyer" means the person or representative of the business with whom FLA contracts

Acceptance of our offer is on the following terms and these conditions shall not be deemed to have been altered in any way by any conditions stipulated by the buyer

COPYRIGHT

We reserve the copyright of all documents supplied or produced for you in connection with any contract or tender, and it shall be a condition of sale that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any such person, firm or company without our prior written consent.

PRICE

Our offer remains open for 30 days, unless previously cancelled, subject to the following conditions:

The prices quoted are based on today's cost of materials and labour but are subject to variation in accordance with our cost price adjustment formula (copy available on request current at the time of order)

Small orders of £20.00 (for goods) or less will be charged at £20.00 plus any carriage.

All prices are quoted exclusive of packing & carriage (unless stated in writing in the quotation) & VAT

All offers of goods from stock are subject to the goods remaining unsold at the time of receipt of the order.

SETTLEMENT TERMS

All materials will be invoiced on despatch or on notification that they are ready for despatch and payment is to be made within 30 days of invoice. In certain instances a deposit with order may be called for.

Overdue accounts – interest at the statutory rate from date of due payment may be levied.

Non-account holders will be invoiced by pro-forma and goods will be despatched on receipt of cleared funds.

DECLARATION FOR ALL CUSTOMERS

GDPR – We will contact you with quotations, offers and updates unless you advise us to the contrary.

TITLE OF GOODS

Retention - All goods shall remain the property of F & L Accessories Ltd (FLA) until paid for in full

The risk in the goods passes to the buyer on despatch. Until such time as payment is made in full the buyer shall remain in possession of the goods as Bailee.

The company may without prejudice to other rights by its employees or agents at any time enter the buyer's premises to recover goods for which payment in full has not been made.

If the buyer sells the goods prior to payment in full he shall do so as agent of the company and will hold in trust for the company the proceeds of the sale.

DELIVERY

We will do everything possible to maintain delivery dates as quoted but can accept no liability for failure to do so

The company will endeavour to comply with reasonable requests by the buyer for postponement of delivery but shall be under no obligation to do so. Where postponement is agreed by the company the buyer shall be responsible for all costs and expenses incurred thereby including a reasonable charge for storage.

The Buyer shall have no right nor claim for non-delivery unless such claim is made to the company within seven days of the company's invoice or alternative notification of despatch whichever is earlier. Where despatch is by carrier notification of incomplete delivery or non-arrival must be made to the company within three days of the of the anticipated delivery date



F&L Accessories Ltd - Terms & Conditions of Sale - 2018

CANCELLATION

Orders which have been accepted by FLA cannot be cancelled or varied either wholly or in part without our written consent. Any cancellation or variation that is agreed may be subject to a fee for any work already undertaken.

PACKING & CARRIAGE

Ex works we load customers lorry free, if asked to arrange transport on customers' behalf we act only as agents and goods become the customers' responsibility when loaded on the courier/carrier. If requested we can offer optional delivery services & will advise any high risk option however the risk of this service becomes the responsibility of the buyer. .

F.O.B we allow for packing suitable for sea freight loaded on board in one shipment. Carriage will be charged at the applicable rate

CONSEQUENTIAL LOSS

We undertake to repair or replace free of cost any goods which prove to be defective in material or workmanship within a period of twelve months from delivery, misuse and fair wear and tear excepted provided that the defective goods are returned to our works carriage paid.

Under no circumstances do we accept responsibility or liability for consequential damage or loss neither does our guarantee cover proprietary articles which may form part of equipment supplied by us. In the latter case, the guarantee for the proprietary articles is that of the manufacturer.

FORCE MAJEURE

The company shall be under no liability for any delay or damages caused wholly or in part by civil commotion, Act of God or by any act pursuant to a trade dispute whether such dispute involves the company's servants/employees or not or any rule regulation or order made or any cause beyond its control

The company shall be granted all necessary time and other indulgences necessary in the event of fire breakdown of machinery or other circumstances beyond its reasonable control and shall not be liable for any delay, loss or damage caused thereby.

INTERPRETATION

All contracts for sale of goods or services wherever made shall be interpreted in accordance with English Law and any dispute shall be submitted for settlement under the laws of England. All parties shall submit to the jurisdiction of the English Courts.