

# STANDARD TERMS & CONDITIONS

## PRICES

Goods will be invoiced at price ruling on the date of despatch.  
All prices in this list expressed in £ sterling.

## VALUE ADDED TAX

All prices are exclusive of V.A.T. which will be charged at the current rate and shown on all invoices.

## PAYMENT: NETT MONTHLY

Invoices are due and payable at the end of the month following the date of the invoice. Title of goods and the right of possession shall remain with the company until such time as payment for goods is received in full.

We reserve the right to charge interest at the rate of 2% per month above the then current bank base rate and collection costs on accounts not paid to our terms, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## CARRIAGE

Orders to the net value of £250.00 and above will be delivered carriage paid with the following exceptions:

Scottish Islands, Isle of Wight, Isle of Man, Channel Isles, Northern Ireland and Republic of Ireland where the net value of a carriage paid order will be £500.00

## POSTAGE

Postage will be invoiced at cost plus 100% to cover packing and handling.

## MINIMUM ORDER VALUE

A minimum order value of £10.00 will be imposed as from 1st April 2017. This applies to the cost of product and does not include carriage charges.

This charge will apply to all Imperial and Benton Range products unless a prior agreement has been made in writing.

## CANCELLATION / ORDER AMENDMENT POLICY

Orders for special items which have been manufactured but not despatched and which are cancelled or amended for whatever reason shall be fully chargeable.

Special items are designated as: masterkeyed locks, locks to pass or any item which has been specially manufactured or which does not appear in the current product catalogue or price list.

We reserve the right to invoice these orders at 100% of the order value unless prior arrangements have been agreed in writing.

This policy will apply to all Imperial and Benton Range products.

## RETURN OF GOODS

Goods may only be returned for credit by application and after a 'Returns Note' has been issued to the customer.

Goods that are returned without an accompanying 'Returns Note', issued by us, will not be accepted.

For goods to be returned a relevant Invoice or Delivery Note Number must be given, and not more than 6 months can have passed since the goods were despatched. Any offer of credit by the seller will be discretionary, and subject to condition of the goods when received at works and will be liable to a restocking charge of not less than 40%.

Please note that any goods that have been made to your specification or personalised in some way cannot be returned.

We will, of course, refund or replace any defective goods where we are found to be responsible, due to faulty materials or workmanship.

## CLAIMS

Claims for non-delivery and/or shortages and invoice queries will not be considered unless the seller is notified in writing within 10 days from the **date of invoice**

## SAMPLES

Samples for approval will be invoiced at the normal list price and credited in full upon return.

## SITE INSPECTION

The seller reserves the right to invoice the buyer for any expenses incurred as the result of a visit to site for the purpose of carrying out repair work, and it is found that no fault lies in the manufacturing of the sellers product.

## INDEMNITY

The customer will indemnify the seller against all actions, costs and damages to which the customer may become liable as a result of work done in accordance with the buyer's instructions which involve the infringements of any patent, registered design or trade mark. The seller reserves the right to alter or amend any items in their manufacture without prior notification.

## DEFECTIVE GOODS

Goods represented by the buyer to be defective shall not form the subject of any claim for any work done by the buyer, or for any such loss, damage or expense whatsoever arising, directly or indirectly from such defects, such goods if returned to the seller and accepted by him as defective will be replaced.

## PRODUCT APPLICATION

The products illustrated in the catalogue are designed for use on doors and similar fittings in normal building construction. Where a buyer wishes to use the products for an application outside the criteria mentioned reference should be made to the seller to enable the seller to make an recommendations which the buyer must follow. Specifications in the catalogue are correct at the time of going to press but the right is reserved to make alterations without notice.

## LEGAL CONSTRUCTION

This contract shall in all respects be construed and operate as an English Contract and be solely governed by English Law. Failure by the seller at any time to enforce any of the above conditions shall not be construed as a waiver by the seller of such conditions or in any way affect the validity of these conditions.