

## **Cool Solutions Distribution Ltd**

### **Conditions of Sale (1<sup>st</sup> Jan 2019)**

#### **QUOTATIONS AND ORDERS**

- 1. Quotations offering goods from stock are subject to prior sale.*
- 2. Orders based on quoted prices and delivery are not binding until our acceptance has been notified.*
- 3. Contracts and orders may not be cancelled by customers unless our written permission is first obtained and then upon terms which will indemnify us against loss. Goods made to special order cannot be cancelled.*
- 4. Any stenographical or clerical errors are subject to revision.*
- 5. The prices are quoted are those ruling at the date of the estimate and are subject to variation without notice.*

#### **PRICES**

- 7. All goods are sold at the prices current at the date of invoice. The prices are subject to change without notice and are exclusive of V.A.T.*

#### **DELIVERY**

- 8. Goods from stock are normally delivered within 24 hours from receipt of order. We reserve the right to make part deliveries, subject to availability. Such goods will be invoiced at the date of delivery although the balance of the order may still be outstanding.*

#### **CARRIAGE**

- 9. Delivery is either by our own transport within our delivery area or via Toshiba elsewhere and may be charged accordingly.*

#### **RETURN OF GOODS**

- 10. Goods may be returned for credit only when prior permission has been given by the company, and may be (at our discretion) subject to a handling charge.*

#### **NOTIFICATION OF LOSS, SHORTAGES, DAMAGE. ETC.**

- 11. Any damage or pilferage in transit to goods dispatched by either road or rail must be notified in writing on the customer's own notepaper to either depot or station and also to us within three days of delivery, and details of the claim similarly notified within seven days. In addition, any obvious damage to goods or crates should be noted on the carrier's delivery note at the time of delivery.*

*Non-delivery of the whole consignment or any separate part of package must be similarly dealt with within 14 and 28 days respectively from the date of dispatch.*

#### **PACKING**

- 12. Packing which is charged will be credited on return, carriage paid, in good condition to the consignor.*

#### **CONDITIONS**

- 13. If customer's official order forms contain special printed conditions, such conditions are only binding in so far as they are not in variance with the terms and conditions of this company.*

#### **PAYMENT**

- 14. Payment is due not later than the last day of the month following delivery of goods for customers with a credit account. Accounts may be opened upon receipt of two trade and a Bankers reference.*

#### **ACCELERATION UPON BREACH**

- 15. In the event that the "Owing Party" fails to make any payments in accordance with the invoice payment terms, upon reaching seven days after the payment due date, the full amount of "Deficiencies" (All outstanding invoices) shall become immediately due and payable.*

#### **NOTES**

- 16. All goods returned and accepted by us as defective or incorrect shall be replaced if required, but shall not form the subject for claim for Labour or other Expenditure.*

#### **RETENTION OF TITLE**

- 17. The risk in the goods shall pass from Cool Solutions Distribution Ltd to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until Cool Solutions Distribution Ltd has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between Cool Solutions Distribution Ltd and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between Cool Solutions Distribution Ltd and the buyer under which the goods were delivered.*