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TERMS AND CONDITIONS- Please read carefully

If no other specific terms and conditions have been agreed, documented and signed by both the seller and buyer then trading terms & conditions are as follows.

Terms and Conditions must be signed by a director or an authorised signatory of the below company.

Definitions:

- 'Buyer' means the person who buys or agrees to buy the goods from the seller.
- 'Conditions' mean the terms and conditions set out in this document and any special terms and conditions agreed in writing by the seller.
- 'Delivery Date' means the date specified by the seller when the goods are to be delivered.
- 'Goods' mean the articles which the buyer agrees to be buy from the seller.
- 'Price' means the price for the goods including carriage and packaging.
- 'Seller' means Beau Products Ltd

Opening a credit account:

The seller reserves the right to refuse credit accounts without notice.
 Credit accounts are subject to satisfactory credit ratings and adequate credit references from two current suppliers.
 The Seller reserves the right to refuse credit accounts to business that have been trading less than two years.

Credit account on application – is strictly for retail outlets only.

Prices and Payments

Payment on credit accounts shall be strictly no later than 30 days from date of invoice.
 The seller reserves the right to place any account on stop if the buyer exceeds their payment terms or a stated credit limit.
 When no credit terms have been agreed payment shall be on a pro forma either by cheque or in the forms of electronic payment.
 Cheques that are referred to drawer or represent shall carry a £17.50 administration fee which will be invoiced to the customer.
 The seller reserves the right to charge interest on overdue invoices and shall occur from the date of payment becomes due from day to day until the date of the payment at the rate of 8% above Lloyds TSB Bank PLC base rate from time to time in force and shall occur at such a rate after as well as before any judgement.
 If the invoice is not paid in full within the payment terms stipulated on the invoice, then the seller holds the right to instruct Solicitors to collect the debt. A surcharge of 15% will be added to the invoice in addition the buyer will be liable for all legal costs occurred in collection of the monies. The seller reserves the right to change the price of their goods according to market conditions, currency fluctuations and availability. Other businesses – we will work out the best price & most efficient shipping option for you. This type of account is only available on a pro-forma basis only with payment via BACs it may be reviewed from time to time and depend largely on the size and frequency of orders. We reserve the right to alter this type of account at any time.

Deliveries:

The seller does not offer timed deliveries. Deliveries will be made Monday to Friday not including bank/public holiday. The buyer shall inspect the goods on delivery and shall within 48 hours of delivery notify the seller of any alleged defect, shortage in quantity, damage or failure or failure to comply with description or sample.

The seller will not accept any credit note requests where a delivery has been signed 'not checked' or received unchecked' or any other reasonable variation.

Returned goods:

No goods can be returned without prior arrangement and consent from the sales office and a signed goods return from being completed on return of goods. Failure to do so may result in the credit request being refused.

Retention of title:

All goods remain the property of the seller until such time payment is received in full. Until such a time goods must be stored in a condition which is appropriate to satisfy the products specification.

In the event that the buyer has a receiver appointed for any purpose such liquidation, administration etc. to take control of any assets, the buyer will make arrangements with the seller to make immediate payment for any outstanding invoices. If immediate payment is not forthcoming the seller reserves the right to enter the buyer's premises and repossess goods.

Requests:

The seller does not accept any charges for deliveries that are not booked in where the customer has been in receipt of goods. Remittance advices must be provided at the time of payment. Failure to do so will result in receipts being allocated to the oldest showing on our ledger. Requests for credit notes must be made by way of writing from the buyer to the seller within 14 days from date of invoice and quoting the sellers invoice number, product code and any other information relevant to the request for credit. Failure to do so may result in the credit request being rejected.

Liability:

The seller shall not be held liable to the buyer for any consequential loss or damage, costs, expenses or other claims for compensation whatsoever arising or in connection with any of the following, Act of god, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, requisition, acts restrictions, regulations, by-laws, prohibitions or enactments of any kinds on the part of any governmental, parliamentary or local authority, import or export regulations or embargos, strikes, lock outs or any other industrial actions or trade disputes (whether involving employees of the party in question or another) difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or break down in machinery.

Company Name..... Date.....

Company Reg Number VAT Reg number

Signed..... Position within the Company.....

Name (Please print).....