

Terms and Conditions of Sales

DEFINITIONS

The Company means Hygiene Supplies Direct Ltd, Ground Floor, Methley Road, Castleford, West Yorkshire, WF10 1PA

The Buyer means any person or company placing a verbal or written order with the Company.

GENERAL

These Terms and Conditions shall form the basis of any contract between the Company and the Buyer(s). Unless specifically agreed in writing, these Terms and Conditions shall take precedence over and supersede any standard Terms and Conditions issued by the Buyer. No servant or agent of the Company has the power to vary these conditions verbally.

PRICE

All quotations and estimates given by the Company are, unless otherwise stated, based on current costs of materials and wages and are subject to amendment on or after acceptance to meet any recognised rise or fall in such costs.

Any variation to the prices quoted as a result of government taxes and levies will be the express responsibility of the Buyer.

TERMS OF PAYMENT

Unless otherwise expressly agreed in writing by the Company, the Buyer will pay strictly within 30 days of the invoice date submitted by the Company.

If payment of the price or any part thereof is not made by the due date, the Company shall be entitled:-

to charge interest on all outstanding amounts at the rate of 4% per annum above the current bank base rate, occurring daily until final settlement; to insist on payment in advance of delivery for any outstanding goods until all outstanding debts are settled, without incurring any liabilities or penalties for delay to or non-delivery of these goods.

The ownership of any goods delivered by the Company shall only transfer to the Buyer when all outstanding monies owed to the Company have been paid in full. Until such payment is made the goods should be stored separately by the Buyer and labeled accordingly. The Company reserves the right of entry to the Buyer's premises to recover the goods in the event of default by the Buyer. All risks for such goods shall pass on delivery and the Buyer shall insure against such risks. The Buyer shall pay all accounts in full and shall not exercise any rights to set-off or counterclaim against any invoice submitted by the Company.

DELIVERY

The price excludes delivery to the Buyer's site within the UK by any appropriate method of transport at the discretion of the Company. This site must be such that the goods can be reasonably safely loaded.

Whilst the Company undertakes to use its best endeavors to deliver the goods on the promised delivery date, it does not guarantee to do so. Time of delivery is not the essence of the contract unless expressly so stated in writing.

The Company shall not incur any liability or obligation in respect of any failure to deliver or delay in delivery occasioned by any cause beyond its control. In the case of any failure to deliver or delay in delivery by some cause within its control the Company shall be under no liability or obligation to the Buyer in respect of any indirect or consequential loss

Any complaint of short delivery or of damage to goods in transit must be notified within three days of receipt of goods and confirmed in writing at that time by the Buyer to the Company and any complaint or failure to deliver goods invoiced must be so notified within ten days of the date of invoice.

INSPECTION

It shall be the Buyer's duty to inspect, examine and test the goods before use and to satisfy himself of their fitness for any purpose for which they are intended to be used.

Any description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description. Any sample shown to the buyer are exhibited solely to enable the Buyer to judge the quality of the bulk and not so as to constitute a sale by sample.

LIABILITY

Except as otherwise expressly mentioned in these conditions the Company shall have no liability of any kind whatsoever to the Buyer in respect of loss or damage whether direct, indirect or consequential, suffered by the Buyer whether in contract of negligence or otherwise in respect of any goods supplied or work done by the Company.

FORCE MAJEURE

The performance of all contracts is subject to variations of cancellation by the Company owing to any Act of God, War, Strikes, Government Regulations or Orders, National Emergencies, Lock-outs, Fire, Flood, Drought, Tempest of any other cause beyond the control of the Company owing to any inability of the Company to procure materials or articles required for the performance of the contract and the Company shall not be held responsible for any inability to deliver caused by such contingency.

LAW

English Law shall be the proper law of this contract.

Name and Address of Council/School/Health Authority etc:

Tel: _____

Fax: _____

E-mail: _____

Signature: _____

Print Name: _____

Position: _____

Date: _____

Please fax back both pages in order for this to be valid

Fax Number 0871 855 2193