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Terms And Conditions Of Sale

1. Unless otherwise expressly agreed in writing by the seller (TRP Imports Limited) no good shall be supplied by the Seller to the Buyer except in accordance with these conditions, which supersede any earlier sets of conditions appearing in the Seller's catalogues or elsewhere. The conditions shall constitute the entire terms and conditions of the contract between the Buyer and the Seller and -in the event of any conflict- these conditions stipulated, incorporated or referred to by the buyer whether in the order or in any negotiations or otherwise.
2. Prices quoted by the Seller to the Buyer will be valid for thirty days only from the date of the quote and TRP Imports Limited reserves the right to increase prices, packaging and specifications without prior notification. VAT is to be added to prices quoted where applicable, including for mainland Great Britain and Northern Ireland.
3. Any time or date named by the seller for delivery of any goods is given as a forecast in the light of prevailing conditions and is given and intended as an estimate only. If notwithstanding the seller's best endeavours the seller fails to despatch or deliver the goods by such time or date, such failure shall not constitute a breach of the contract and the seller shall not be liable to the buyer to make good any damage or loss whatsoever whether arising directly or indirectly out of any deal in delivery. In event of that for any reason the seller is unable to supply goods on or at the time or date named for delivery, such time or date shall be postponed for a reasonable time.
4. The buyer shall inspect the goods immediately upon delivery thereof to him and shall:
 - i. On goods delivered outside England and Wales within 14 days or,
 - ii. On all goods deliver within England and Wales within 7days carry out such inspection and give notice in writing to the seller of any matter, thing, defect or shortage by reason of which he alleges that the goods are not in accordance with the contract.
5. Save in respect of death or personal injury arising from the negligence of the seller it's servants or agents, the seller shall not be liable for any claim or claims for direct or indirect injury, loss or damage made by the buyer against the seller whether in contract or tort (including negligence on the part of the seller it servants or agent) arising out of or in connection with any defences in the goods of any act, omission, neglect or default (whether or not the same constitutes a fundamental breach or breach of a fundamental term thereof) of the seller its servant or agents in the performance of this contract. If the seller is found to be liable or admits liability the liability should be limited to the value of the invoice to which the claim relates.
6. The buyer accepts that the person acknowledging receipt of goods from the seller is a customer, employee or agent and -if applicable- the signature on the appointed carriage delivery note is legal proof of delivering of the goods.
7. In the event that the buyer fails for any reason to accept delivery of the goods, the seller shall be entitled to store the goods until the actual delivery and the buyer shall be liable to the seller for the reasonable costs of the storage and insurance.
8. No order that has been accepted by the seller can be cancelled. Goods may not be returned by the buyer to the seller without prior written agreement. Any such goods must be returned accompanied by a goods returns note stating the seller quote or invoice number on which the goods were originally supplied. Where a handling charge applies this will be notified by the seller to the buyer in writing prior to return of the goods.
9. All accounts are payable on demand. In the absence of the demand, payment in full for the goods supplied shall be made by the buyer to the seller on or before the last day of the month following the date of invoice. Furthermore, the seller shall be entitled to charge interest at the rate of 2.5% per month upon all overdue balances. The seller shall also be entitled to charge such reasonable costs as it may incur in recovering any overdue balances.
10. The time within which the buyer is to pay for the goods shall be of the essence of this contract and in the event that the buyer shall fail to make payment by the due date, all sums due to the seller from the buyer under this or any other contract for the supply of goods shall forthwith become due and payable to the seller.
11. The risk in respect of all goods sold under this contract shall pass to the buyer upon despatch of the goods by the seller from the seller's premises, notwithstanding agreement by the seller to bear the cost of delivery or to deliver the goods itself.
12. Title in the goods shall not pass until the purchase price of the goods has been paid or satisfied in full under this or any other contract, if by cheque then only by clearance, notwithstanding the delivery of the same and the passing of risk therein. The buyer shall store the goods in such a way that they can readily be identified as being the seller's property.
13. The seller retains a general lien on any of the buyer's equipment or other goods in the seller's possession for any unpaid balance the buyer may owe to the seller.
14. The seller shall not be liable in respect of conditions or warranties whether expressed or implied, that have not been confirmed by them in writing. The seller shall not be liable in respect of consequential loss.
15. This contract shall be governed by English law and the parties hereto shall submit to the sole jurisdiction of the English courts.