Bullfinch (Gas Equipment Limited)

Standard Trade Conditions of Sale

- 1. **Quotations** The prices and deliveries stated on a quotation are based on the conditions ruling at that time. We reserve the right to alter the prices and deliveries if any alteration of these conditions occurs between the date of quotation and the date of acceptance of an order.
- 2. **Prices** The prices at which an order is accepted are stated on the acknowledgment and will be maintained if the goods are required for the soonest possible delivery. If the goods are required for scheduled delivery we reserve the right to charge the prices ruling at the date of despatch. All prices are exclusive of V.A.T.
- 3. **Minimum Charge** For trade orders, where the **nett goods value** (exclusive of VAT) of an order is less than £50, a minimum charge of £50 will be made. This does not apply to spare parts.
- 4. **Deliveries** Whilst every effort will be made to maintain any delivery times given on an acknowledgment, we accept no liability for failure to do so.
- 5. **Carriage** Goods will be sent carriage paid within the UK Mainland excluding Scottish Highlands where the nett goods value of a consignment is £400 or more. Otherwise carriage will be charged.
- 6. **Terms of Payment** Nett Cash Monthly Account (ie payment must be made by the last day of the month following the date of receipt of goods), subject to the provision of satisfactory trade references.
- 7. **Specifications** Items will generally be manufactured to our current specifications except where items are manufactured to drawings and specifications supplied by the customer. All such drawings and specifications and any modifications must be notified in writing. We reserve the right to charge for any extra costs incurred as a result of any such modifications. The customer will indemnify us against all damages, penalties, costs and extra expenses which have become liable as a result of work done in accordance with the customer's specification which involves the infringement of any letters patent, registered design or copyright.
- 8. Claims No liability for any shortage on advised quantity will be accepted, unless the company is advised within three working days and a claim is made in writing within five working days of the receipt of the goods. No liability for the non-delivery of part or the whole of a consignment will be accepted unless the company is advised within ten working days and a claim is made in writing within fifteen working days of the receipt of the invoice. Goods returned and accepted by us as defective will be replaced as originally ordered at our own cost, but we accept no responsibility for costs incurred as a result of work done by the customer, or a third party, or consequential damage.
- 9. Reservations of Title Act The company shall retain title to and ownership of the goods until it has received payment in full for all sums due for all goods supplied to the customer whether under this agreement or any other made between the company and the customer.
- 10. **Application of Conditions** The above conditions override any conditions on the purchase order of the customer. Any additional conditions or modifications to the above conditions must be agreed to by us in writing.

December 2021