

**Company Details**

Company Name:			
Billing Address:			
Post Code:			
Estimated Monthly Limit:	£	Company Reg. No:	
Nature of Business:			

**Delivery Address (if different from above)**

Company Name:			
Delivery Address:			
Post Code:			

**Purchasing Details to email order confirmations**

Contact Name:		Telephone Number:	
Email Address :			

**Account Details to email invoices and statements**

Contact Name:		Telephone Number:	
Accounts Email Address:			
Invoicing Requirements:			

**Trade References**

Company Name:		Company Name:	
Address:		Address:	

I understand the information submitted will be used to verify my application and a credit check may be run. I confirm I am the below named signature and have read and accepted the terms and conditions.

Signed:		Position:	
Name:		Date:	

## **Terms & Conditions**

### **Definitions**

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by us.

"Consumer" means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994.

"The Contract" means any contract for the supply of Goods incorporating these Conditions.

"The Goods" means the goods or where the context permits the services which You agree to buy from Us.

"The Price" means the price for the Goods excluding carriage, packing, insurance and VAT, except where specifically stated i.e. £30.00 minimum order.

"We and Us" means Litelines Limited

"You" means the person who buys or agrees to buy the Goods from Us.

### **2. Conditions Applicable**

These Conditions shall apply to all contracts for the sale of Goods by Us to You to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order confirmation of the order or similar document.

All orders for Goods shall be deemed to be an offer by You to pursuant to these conditions.

Acceptance of delivery of the Goods shall deem conclusive evidence that You accept these Conditions.

Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Us.

Quotations are invitations to treat only and shall lapse 30 days from the date of quotation.

You shall be responsible for ensuring the accuracy of any order placed with Us, including any applicable designs, drawings or specifications relating to it. You will provide Us with any further information concerning the Goods which may be required to fulfil the order within such reasonable time as permits the Contract to be fulfilled.

We shall not be liable in respect of any misrepresentation made by Us our servants or agents to You your servants or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements unless the representation is;

1. Made or confirmed in writing by Us; and/or
2. Fraudulent

Without prejudice to 2.g these Conditions, while We take every precaution in the preparation of our catalogue's technical circulars and other literature these documents are for your general guidance only and statements made therein (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.

### **3. The Price and Payment**

We base our quotations and the Price on costs prevailing at the time when they are given or agreed.

Our quotations are based on prices applicable to the quantity specified. In the event of orders being placed for lesser quantities, we shall be entitled to adjust the Price of the Goods as ordered to take account of the variation in quantity.

Payment of the Price and VAT shall be due within 30 days of invoice unless other credit terms have been agreed. If the Contract requires payment to be made to Us before the delivery of the Goods, this will be communicated to You before We accept your order. You must accept such provision before your order will be processed and payment in cleared funds will then be due before delivery. Time for payment shall be of the essence.

If you fail to make any payment on the due date, then without prejudice to any of the other rights we may:

1. Suspend or cancel deliveries of any Goods due to You and/or
2. Appropriate any payment by You to such of the Goods (or Goods supplied under any other Contract with You) as We may in our sole discretion think fit.

You may not withhold payment of any invoice or other amounts due to Us by reason of any right of set-off or counterclaim which You may have or allege to have for any reason whatever.

We shall always be entitled to set off any debt or claim of whatever nature which We may have against You against any sums due to Us to You.

### **4. Returns**

We offer a 14-day money back guarantee on all items. Should you not be satisfied the goods may be returned to us but need to be in their original condition, along with the invoice.

### **5. Inspection**

You shall inspect the Goods at the time and place of unloading and ascertain that they are in accordance with the Contract. These Conditions do not require You to break packaging and/or unpack Goods which are intended to be stored before use.

You must give us notice within 7 working days of short delivery, otherwise, the Goods will be deemed to have been delivered in the quantity shown in our documents and You will be deemed to have accepted the Goods. Our liability for short delivery is limited to making good the shortage and You shall not be entitled to reject the Goods or claim damages for short delivery.

Where it is or would have been apparent on a reasonable inspection that the goods do not conform with Contract or (Where the Contract is for sale by sample) that the bulk does not conform with the sample You must give us 7 working days. If You do not give us such notice and You are not a consumer You will be deemed to have accepted the Goods. You are deemed to have accepted the Goods if you have used them or incorporated them in any way.

## **6. Title and Risk**

The Goods shall be at your risk as from delivery.

Despite delivery having been made, property in the Goods shall not pass from Us until:

1. You have paid the Price plus VAT in full.
2. No other sums whatever shall be due from You to Us.

Until property in the Goods passes to You in accordance with the clause 6. You shall hold the Goods and each of them on a fiduciary basis for Us. You shall store the Goods (at no cost to us) separately from all other Goods in your possession, without interfering with any identification marks labels batch numbers or serial numbers and marked in such a way that they are clearly identified as our property.

Notwithstanding that the Goods (or any of them) remain our property; You may sell or use the goods in the ordinary course of your business at full market value for our account. Any such sale or dealings shall be a sale or use by You on your own behalf and You shall deal as principal when making such sales or dealing. Until property in the Goods passes from Us the entire proceeds of sale or otherwise of the Goods shall be held in trust for Us and shall not be mixed with other money or paid to any overdrawn bank account and shall be at all material times identified as our money.

We shall be entitled to recover the Price (plus VAT notwithstanding that property in any of the Goods has not passed from Us). Until the property in the Goods passes from Us to You shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Us. If you fail to do so, you agree to give us, our servants or agents with such transport as is necessary access to any premises owned occupied or controlled by You where the Goods are situated or believed to be situated to repossess the Goods and You agree to do such things and to allow Us to do such things shall be required to allow us access to remove the Goods without interruption.

You shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of Us. Without prejudice to our other rights, if You do so all sums whatever owned by You to Us shall forthwith become due and payable.

## **7. Warrantees**

We warrant that the Goods will be of the satisfactory quality at the time of delivery, but no warranty is given that Goods are fit for any purpose (whether or not such a purpose has been made known to Us).

Subject to the foregoing all conditions, warrantees, and representations whether expree or implied by statute (other than section 12 of the Sale of Goods Act 1979 as amended) common law, usage, trade, custom or otherwise in relation to the Goods are hereby excluded. No negotiations or statements made prior to the conclusion of the Contract shall form a part of the Contract unless they are expressly repeated therein or made in writing by a duty authorised representative of Us.

Where the purchase of the Goods also includes the provision of services by Us We warrant that such services will be carried out with reasonable care and skill. We undertake to use all reasonable endeavours to remedy free of charge to You any faulty work arising from breach of this warranty which is reported to Us in writing within one month after the performance of Us of such work. If We rectify such faulty work within a reasonable period, then We will have no liability of any kind in respect of or arising from such faulty work.

Your statutory rights as a customer are not affected by these Terms and Conditions.

## **8. Indemnity**

You shall indemnify Us and keep Us indemnified in respect of all claims directly or indirectly from your use or possession of the Goods, including any indirect loss and/or expense (including loss profit) suffered by You of this Contract.

In the event of any breach of this Contract by us the remedies available to You shall be limited to damages Under no circumstances shall the liability of Us exceed the Price of the Goods.

Nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of Us or affect the rights of You where You are dealing as a Consumer.

## **9. Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **10. Force Majeure**

We shall not be liable to You or be in breach of these Conditions of the Contract by reason of any delay in performing, or failure to perform any of our obligations if the delay of failure was beyond our reasonable control (including, without

limitation any strike, lockout or other industrial action, act of God, war or threat of war, accidental or malicious damage, prohibition or restriction by governments or other legal authority).

Where We claim that We are unable to perform our obligations under these Conditions or the Contract (either on time or at all) because of the circumstances set out in clause 11 We will immediately notify You of the nature and extent of the circumstances in question.

#### **11. Amendment and Waiver**

No variation of these Conditions or the Contract shall be effective unless it is made in writing and is signed by the parties.

No omission or delay upon the part of any party in exercising any right, power or privilege under the Conditions shall operate as a waiver by that party of any right to exercise it in the future.

#### **12. Entire Agreement**

This Contract forms the entire agreement between the parties and neither has relied on any representations or warranty except as expressly set out in these Conditions or agreed in writing between the parties.

These Conditions supersede any prior agreements, undertakings, and arrangements between, or any oral or written representations made by, parties to it relating to its subject matter.

#### **13. Law and Jurisdiction**

These Conditions and the Contract shall be governed by and construed in all respects in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

If any dispute shall arise between the parties as to the meaning of any Contract or any matter arising there from then it shall be referred to the determination of an arbitrator to be appointed by the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the time being of the Chartered Institute of Arbitrators.