

Tuesday, 02 June 2015

## TERMS AND CONDITIONS OF SALE

### ORDERS

Orders must be placed in writing, either by email, fax or letter.

### PAYMENT

Payment is via Proforma invoice, unless 30 Day Date of Invoice account terms, have been agreed and authorised.

Payment method is via BACS, Cheque, Visa or MasterCard.

Where accounts have been approved for credit, payment for goods and services must be made within 30 days of invoice date. Account facilities will be withdrawn should these terms not be adhered to.

### PRICES

Quotes are valid for 30 days from date of issue.

Catalogue and web prices are current at time of publishing.

We have no intention to change any prices listed or quoted, however we reserve the right to amend these prices to reflect changes such as significant increases in material costs.

Unless indicated otherwise, prices given are generally ex works, and carriage charges will be added as appropriate.

### MINIMUM ORDER VALUE

We reserve the right to decline orders of a value less than £100 nett. Should we agree to process any order below this value, a handling and administration charge of £20.00 nett will apply.

### VAT

All orders for goods and services are subject to the standard rate of VAT on the nett invoice value. The invoice date is the tax point for VAT.

### OWNERSHIP OF GOODS

The risk in the goods shall pass to the buyer on delivery, but ownership shall remain with the Company until full payment has been received for the goods.

Until full and final payment has been received, we may at any time (without prejudice to any other rights) recover or resell the goods, or any part of them and may enter the purchaser's premises / site premises for this purpose.

### NON-DELIVERY OR SHORT DELIVERY (see DELIVERIES page 2)

It is imperative that goods are checked thoroughly for shortages and damage, at time of delivery, PRIOR to signing. We **CANNOT** accept any claims for goods signed for as "unexamined", or for damages found at a later date.

Non-delivery must be notified to the Company in writing within 48 hours of invoice date, quoting the Sales Order number. Shortages must be notified within 48 hours of receipt of original consignment. Claims cannot be accepted if made beyond these time limits.

### DEFECTIVE GOODS (see DELIVERIES page 2)

If upon delivery or immediately thereafter, any of the goods appear to be defective in material or workmanship, or have been damaged in transit, the customer must advise the Company in writing, email or fax, within 48 hours of receipt of the goods. If such goods are proved to be defective, then the Company will either replace such products free of charge or refund the purchase price thereof.

### RETURN OF GOODS

Goods may only be returned for credit, by prior written agreement with the Company, if in **original packaging and in unused** condition.

**Stakrak Limited, Unit 19 Pelham Court, Broadfield, Crawley, West Sussex. RH11 9SH**

**(Tel) 01293-538822 (Fax) 01293-550533 (Email) sales@stakrak.co.uk (Website) www.stakrak.co.uk**

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Where goods have been supplied in accordance with the customer's instructions, returns will be subject to a minimum handling charge of 25% of the invoiced value, plus any delivery/collection charges (with a Minimum Handling/Administration Charge of £25.00 nett). Bespoke goods and those supplied to special order cannot be returned. A special is defined as a product which has been manufactured, assembled or finished to the client's specification. Lockers, cupboards and workbenches which are assembled to order come under this category.

## **DELIVERIES**

Delivery dates and times stated are given in good faith and are estimates only, unless specifically agreed beforehand.

Normal deliveries can be delivered **at any time** between 9am – 5.30pm, Monday to Friday (excluding Bank Holidays). The point of delivery is a ground floor reception or warehouse.

Please also be aware that the majority of orders are shipped by pallet and are heavy, these will require a forklift truck for unloading or suitable labour to unload by hand.

Nominated day and timed deliveries are an extra cost and should be requested at time of quote / order. Please note that these services are not always available due to location.

We will make every effort to ensure your goods arrive by the date agreed and in good condition. We shall not be held liable for any consequential losses, damages or expensed incurred by you, the purchaser, or any third party should installation or fitters have been booked before you have received and checked your goods.

## **DESIGN APPROVAL**

All designs in relation to bespoke orders are submitted to the buyer for approval, consideration and evaluation and it is the responsibility of the buyer to satisfy themselves that the designs are suitable for purpose.

Instructions to proceed with manufacture, failure to advise of any change or alteration required and requests for delivery shall be deemed to constitute approval by the buyer.

Whilst the Company shall make every effort to deliver Goods manufactured in accordance with the design within the time period requested by the buyer, the Company shall accept no liability for delays incurred as a result of the design approval procedure.

## **INSTALLATIONS**

**Induction:** If Site Induction is required, Stakrak Limited must be notified 7 days prior to start date of Installation.

**Site Conditions:** We assume that:-

The floor of the premises is of concrete construction, suitably surfaced and within tolerances appropriate to the installation and its subsequent use.

In addition it should be capable of safely supporting the loads that will be imposed on it.

The client will provide a forklift truck and driver to off-load all materials upon delivery and to move materials around the site as necessary during the installation period.

The client shall ensure that the Installers are able to carry out work with continuity and without any hindrance or delays. Any expense incurred as a result of the Purchaser's failure to do so, will be charged extra.

The client will provide adequate light, heat and power during installation and sufficient safe storage on site for all materials, and there will be adequate welfare provision for the Fitters, i.e. toilets, hot water, washing facilities, kettle etc.

Removal of any waste or rubbish will be client's responsibility, unless specifically allowed for within quotation.

**Cancellation:** Once an installation has been booked, we require 3 full working days' notice of any change or cancellation. Charges will apply if appropriate notice is not given.

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