

STANDARD CONDITIONS OF SALE
Sycal Umbrellas Print and Promotions Ltd
Conditions Applicable

1. Definitions

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller
- 1.2 'Conditions' means the terms and conditions of sale set out in this document
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are delivered
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller
- 1.5 'Price' means the price for the Goods excluding carriage packing insurance and VAT
- 1.6 'Seller' means Sycal Umbrellas Print and Promotions Ltd

2. Price and Payment

- 2.1 Payment of the Price and VAT is due 30 days from date of invoice.
- 2.2 If the Buyer fails to make payments when due the seller may at their discretion charge interest on the outstanding balance.
- 2.3 The Price shall be the Seller's quoted price at the date of despatch. The price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 2.4 The Seller reserves the right by notice given at any time before delivery to vary the price of the goods if after the date hereof there is any increase or decrease in the total cost of such goods to the Seller arising from any cause beyond the Seller's control.
- 2.5 Carriage will be charged on all orders.

3. Conditions Applicable

- 3.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may intend to apply under any purchase order confirmation of order or similar document.
- 3.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 3.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 3.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 3.5 The Seller reserves the right to supply up to a maximum 5% over or under the order quantity if circumstances arise that they have no direct control over.

4. The Goods

- 4.1 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 4.2 Where the buyer has specified that the goods be of certain colour or size, such specifications shall be subject to reasonable commercial variation.

5. Warranties and liability

- 5.1 All warranties, conditions and representatives in the respect of the goods are hereby expressly excluded and the Seller shall not be liable for any loss, injury or damage arising directly or indirectly from the use, application or storage of such goods. Without prejudice to the above, the seller will be prepared to consider claims concerning the quality of the goods provided that such claims are notified to the Seller in writing with seven days of the receipt of the goods by the Buyer (or the Buyer's agent) and are limited to the value of the invoice value of goods. The refills / inks etc supplied in writing instruments are subject to a maximum warranty of three months from the date of despatch from Sycal Umbrellas Print and Promotions Ltd. These conditions are imposed on us by the manufacturers of such goods. No guarantees are offered on battery life whatsoever.
- 5.2 The Seller does not guarantee the suitability of the goods for any specific purpose.

6. Delivery of the Goods

- 6.1 Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract.
- 6.2 Delivery of the goods shall be made to the Buyer's nominated address on the delivery date. The Buyer shall make arrangements necessary to take delivery of the goods when they are tendered for delivery.
- 6.3 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all. Goods do not arrive within 10 days from the stated invoice despatch date the Buyer shall forthwith notify the Seller in writing.
- 6.4 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivered shall be tendered at any time within two months of the Delivery Date.

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted Goods 5 working days after delivery to the address nominated by the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject goods which are not in accordance with the contract.
- 7.3 The Buyer must note any claim for short delivery and / or damage to Goods in transit on the delivery note. The Buyer should further confirm such claims in writing to the Seller within 3 working days of delivery to addresses in the UK and Irish Republic and within 7 working days of delivery for Goods delivered elsewhere.
- 7.4 Compliance with clause 7.3 shall be a condition precedent to any claim by the Buyer for short delivery and / or damaged Goods.

8. Title and Risk

- 8.1 Risk shall pass on delivery of the Goods.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until the Buyer has paid all monies plus VAT if applicable in full.
- 8.3 Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in the Buyer's possession and marked in such a way that they are clearly identified as the Seller's property.
- 8.4 Notwithstanding that the Goods remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principle when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 8.5 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.
- 8.6 The Seller shall be entitled to recover the Price plus VAT notwithstanding that property in any of the Goods that has not passed from the Seller. This will include being able to invoice the end user directly if the original customer has gone into financial receivership or liquidation and payment from them is going to be extremely unlikely.

9. Remedies of Buyer

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts of their agent has accepted any Goods for 30 days, then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 9.3 The Seller shall not be liable to the Buyer for any subsequent losses if late or short delivery of the Goods has happened beyond its reasonable control.
- 9.4 The Seller shall not be liable for any default due to any act of God, war, strike, lock out, industrial action, fire, flood, drought, tempest or any other event beyond its reasonable control.

10. Proper law of contract

This contract is subject to the law of England and Wales.