

# Terms And Conditions

## Definitions

- 1.1 'The Company' is Demon International Limited of Abbots Close, Lee Mill Industrial Estate, Ivybridge, Devon, PL21 9GA.
- 1.2 'The Purchaser' is the person or company who orders and receives goods and or services from 'The Company.'
- 1.3 The Company and the Purchaser are collectively hereafter referred to as the parties to this agreement'.

## This Agreement

- 2.1 The conditions stipulated in this agreement shall govern the legal relationship between the parties to this agreement to the exclusion of all other conditions unless such other conditions are specifically incorporated in this agreement.
- 2.2 Subject only to condition 2.1 above the written conditions herein constitute the entire contract between the parties to this agreement.
- 2.3 No variations or additions to the written conditions herein shall be binding on the Company unless in writing and signed by the Company or its duly authorised officer.
- 2.4 Unless otherwise specifically agreed in writing this agreement is deemed to have been made at the Company's place of business.

## Price

- 3.1 The price agreed between the parties to this agreement is the basic price for the supply of the goods and or services to which must be added where appropriate Value Added Tax, delivery charges and such other costs taxes and duties as may be applicable to the transaction at the invoice date.
- 3.2 Prices are charged at the Company's current price list a copy of which has been supplied to the customer or can readily be obtained from the Company.

## Payment

- 4.1 The invoice or invoices shall be paid to the Company in pounds sterling without deduction of any kind other than any agreed settlement discount, no later than the 21st of the month following the date of delivery.
- 4.2 Time for payment shall be the essence of this agreement. Failure to pay the price within the period stipulated in clause 4.1 above shall at the discretion of the Company and without prejudice to any other rights of the Company cause interest to accrue thereon at the rate of 2% per month, calculated from the 22nd of the month in which payment is due to the 21st of the following month by when payment must have been received by the Company.
- 4.3 If it has been agreed between the parties to this agreement that payment shall be made by instalments then if the Purchaser defaults in payment of one instalment all instalments to be paid by the Purchaser to the Company under this agreement shall immediately become due and payable and the same provisions as to interest as stipulated in clause 4.2 above shall apply.

## Terms

- 5.1 The Company shall transfer only such title to or rights in the goods supplied under this agreement as it actually has at the date title shall be deemed to be transferred.
- 5.2 Title in the goods supplied under this agreement shall pass to the Purchaser only on payment of the full amount due for them and until payment shall remain with the Company.
- 5.3 The Company shall be entitled at any time before title passes to the Purchaser to repossess and remove or dismantle (without being liable for any damage caused by so doing) all or any of the goods supplied under this agreement and for that purpose to enter any premises owned rented or used by the Purchaser.
- 5.4 The Company shall be entitled to bring an action against the Purchaser for the price of any goods supplied under this agreement notwithstanding that title in them has not yet passed.

## Risk, delivery and performance

- 6.1 Risk in the goods shall pass to the Purchaser on delivery notwithstanding that installation or any other work has to be carried out on them by the Company under the terms of this agreement.
- 6.2 The goods shall be deemed to have been delivered to the Purchaser at such time as the Company tenders them to the Purchaser at the Purchaser's premises or to any agent of the Purchaser or any carrier who shall have been instructed by or on behalf of the Purchaser at the Company's premises or any other location agreed by the Company.
- 6.3 The Company may at its discretion deliver the goods by instalments in any sequence in which case each instalment shall be deemed to be the subject of a separate contract.
- 6.4 If the Company has quoted a date or dates for the delivery of the goods or any of them under the terms of this agreement then while the Company shall take all reasonable steps to avoid delay such date or dates shall be taken to be approximate only and not of the essence of this agreement.
- 6.5 If the Purchaser fails to take delivery of the goods or any part of them when tendered by the Company or fails to provide instructions or any other thing that may be necessary for the delivery of the goods on the agreed or any date the Purchaser shall be at liberty upon giving written notice to the Purchaser to arrange storage of the goods in which event risk in the goods shall pass to the Purchaser delivery shall be deemed to have taken place and the Purchaser shall indemnify the Company against all consequential costs and losses arising from its failure.
- 6.6 The Company shall not be liable to the Purchaser in respect of any loss or damage incurred by the Purchaser as a result of any delay in delivery of goods or performance of services and nor shall such delay entitle the Purchaser to repudiate this agreement.

## Defective goods or services

- 7.1 Any claim by the Purchaser that the goods are defective, damaged, not of the correct quality or do not comply with their description or that the services rendered are defective shall be notified to the Company in writing within 14 days after the goods have been supplied or services rendered with full details of such defects.
- 7.2 The Purchaser will in such a case give the Company reasonable opportunity to inspect the goods supplied or work done and if requested by the Company in writing will promptly return any goods alleged to be defective securely packed and with carriage paid.
- 7.3 The Company shall not be liable to the Purchaser with regard to any claim unless the Purchaser has complied with all the requirements stipulated by this condition.