

Terms And Conditions

Definitions

- 1.1 'The Company' is Demon International Limited of Abbots Close, Lee Mill Industrial Estate, Ivybridge, Devon, PL21 9PE.
- 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.

Exclusion of liability

8. The Company will not be liable for:

- (a) any defects resulting from wear and tear, accident, neglect, improper use or use by the Purchaser otherwise than in accordance with any instructions issued by the Company or the manufacturer of the goods;
- (b) any goods which have been repaired adjusted or modified otherwise than by or on behalf of the Company;
- (c) the failure of the goods to be suitable for any special purpose not notified to the Company on or before the date of this agreement;
- (d) any descriptions, specifications, illustrations, estimates or other matters contained or referred to in any catalogue, advertisement, price list or other publication not forming part of or incorporated in this agreement;
- (e) any technical information, advice or statements furnished by the Company or any agent of the Company unless given in writing in response to a specific written request from the Purchaser made prior to the date of this agreement;
- (f) any change of specification of any kind in the goods or the substitution of any materials or components in the goods supplied or with regard to the work done provided such change or substitution does not materially affect the general character of the goods or work and the substituted materials or components are of a quality at least equal to that originally specified in this agreement.

Extent of liability

9.1 If the Purchaser establishes that any goods the subject matter of this agreement have been delivered damaged, are not of the correct quality, are of a different description or are defective in some material way, the Company shall at its option replace such goods with similar goods, repair any damaged or defective goods or assign to the Purchaser any warranties given by the manufacturer of the goods to the Company.

9.2 Where the Company is liable under clause 9.1 above in respect of only some or part of the goods this agreement shall remain in force and effect in respect of the remaining or other parts of the goods and the Purchaser shall not be entitled to any set-off or counterclaim against the Company in respect of any proceedings brought to recover any debt due under this agreement.

9.3 No claim shall be brought by the Purchaser against the Company for any defect arising from any special requirements on the part of the Purchaser or any alterations or adjustments made to the goods by anyone other than the Company or duly authorised agent.

9.4 In no circumstances shall the Company be liable to the Purchaser under this agreement for an amount which exceeds the price of the goods and or services supplied or as a result of anything not specifically mentioned in this condition.

General

10.1 The Company may sub-contract or assign at its discretion all or part of its obligations under this agreement.

10.2 The Company and the Purchaser have entered into this agreement as principals and the Purchaser shall not assign his rights under it without the proper written consent of the Company.

10.3 Where the Purchaser consists of two or more people then liability on the part of the Purchaser under this agreement shall be deemed to be joint and several.

10.4 In the event of the Purchaser failing to make any payment due under the terms of this agreement or otherwise defaulting in any of his/its obligations hereunder or becoming insolvent or having winding up proceedings (whether compulsory or voluntarily) commenced against him/it then the Company may at its discretion suspend or terminate the supply of any goods or terminate this agreement and forfeit any deposit paid.

10.5 All drawings, patterns, specifications, tools and other things not being the goods or services the subject matter of this agreement but provided by the Company shall remain its property.

10.6 The Company shall not be liable to the Purchaser for any failure to perform any obligations under this agreement caused by factors over which it has no control.

10.7 Any notice given under this agreement shall be in writing and sent by facsimile transmission or forwarded by prepaid first class recorded delivery post to the receiving party at the address specified in paragraph 1.1 above or such other address last notified in writing to the other party and shall be deemed to have been given on the date of the facsimile transmission or the day after being posted.

10.8 This agreement shall be governed by English Law and the Purchaser consents to the exclusive jurisdiction of the English Courts except where the Company where appropriate invokes the jurisdiction of any foreign court.

10.9 The heading of the conditions of this agreement are for convenience only and are not for the purpose of interpretation.

Cancellation

11.1 Where goods have been manufactured especially for the Purchaser and the Purchaser wishes to cancel the order then unless written notice of cancellation is received not later than four weeks before the expected delivery date notified by the Company to the Purchaser and manufacture of the goods or any components has not commenced by the date of such notice the full price will be payable by the Purchaser. In all other cases the Purchaser may cancel this agreement by written notice at any time before delivery but in such cases a packing and handling charge may at the discretion of the Company be charged to and payable by the Purchaser.

11.2 Where goods have been ordered by the Purchaser and delivered or been made ready for delivery by the Company but subsequently cancelled in writing then the Company may at its discretion charge a restocking fee of 20% of the net value of the goods or £25.00 whichever is the greater

Special Conditions.

12.1 Where a Purchaser is a Limited Company, Partnership or Sole Trader and goes into liquidation, bankruptcy or is insolvent, whether voluntary or involuntary, and title in the goods supplied has not yet passed to the Purchaser, and the goods are not available for repossession by the Company, then the Directors, Partners, Sole Trader or duly appointed Officers of the Purchaser's company agree to pay in full for the said goods.

12.2 Where a Purchaser is a Limited Company, Partnership or Sole Trader and sells the goods supplied under these conditions to a third party without having paid in full the purchase price of the said goods, then the Director's, Partners or Sole Trader of the Purchasers company agree to pay in full the amount outstanding.

12.3 The Company reserves the right to charge a flat fee of £25.00 for dishonoured cheques to offset bank charges.

I have read the above terms and conditions and agree to be bound by them

Signed.....

For.....