



# TRADING TERMS AND CONDITIONS OF SWAINS INTERNATIONAL LIMITED

"We", "Us", "The Seller" Refers to Swains International Limited.

"You", "Buyer" Refers to the Company or Individual who has made an application for a Trade Account.

These Terms and Conditions prevail over any other form of contract sent to you by us and any provision of your order which attempt to vary or add to these terms and conditions shall not form part of the contract between us ("the Contract") unless specific written consent to such variation is first obtained. Neither shall any oral representation similarly form part of the contract or form any inducement or collateral warranty.

## **Order Value**

All orders that meet the carriage paid order value, as notified on our current website price list, subject to change, will be delivered carriage paid. All orders below this value will be subject to a handling charge.

## **Prices**

All prices quoted are exclusive of VAT. Except as otherwise agreed prices shall be those ruling at the date of despatch and the seller reserves the right to alter its prices of goods without notice whether before or after the formation of a contract in order to take into account any increase in the Sellers general prices appertaining to such or similar goods up to the date of despatch.

## **V.A.T.**

Value Added Tax at the current UK rate will be added to all items.

## **Payment Terms**

- Payment of account is strictly the last day of the next calendar month following the date of invoice
- We allow a 3% settlement discount as indicated on the invoice for payment by the settlement due date. If payment is taken by Direct Debit and the 25th of the month should fall on a weekend or a Bank Holiday then the Direct Debit will be taken on the previous working day.
- No discount at all is allowed if earlier invoices have not been paid for in full.
- Swains preferred methods of payment are Direct Debit, bank transfer and debit card.
- Should payment not be made by the end of month due date we reserve the right to charge interest up to 8% per calendar month (minimum charge £5.00) on any unpaid amount and such interest shall continue to be payable notwithstanding that any part payment has been made and as well before as after any judgement and in addition to paying the amount shown on any invoice and interest you will pay to us on demand any expenses incurred by us (which without limiting the generality shall include administrative legal expenses) directly or indirectly, in connection with processing or enforcing payment.

## **Retention of Title and Risk**

The property in the goods shall not pass to the customer until the amount invoiced for the goods and all other sums owing by the customer and due for payment have been paid in full. Until such payment is received the customer shall hold the goods as Bailee and shall keep the goods properly stored protected and insured and identified as the property of Swains. The customer shall not be entitled to pledge or in any way charge by way of security any of the goods which remain the property of Swains. If the customer defaults in the payment of any sum owing to Swains then Swains shall be entitled to the immediate return of all goods sold to the customer in which property has not passed to the customer. The customer irrevocably authorises Swains to enter any of its premises for the purpose of recovering goods in such circumstances and agrees that this condition does not itself discharge the customer's liability to pay the full price for all goods delivered.

## **Damaged or Lost Goods**

- Although we shall endeavour to ensure that all goods are carefully packed and dispatched, any damaged or missing items must be reported within three (3) days of receipt of consignment and notified in writing within seven (7) days.
- If the Buyer fails to notify the Seller within the time specified above, he shall be liable to pay for the goods undelivered or damaged as though they had been delivered in good condition.

## **Returns**

In the event of a buyer requiring to return goods for any reason other than faulty manufacture or damage caused in transit to their premises, returns will only be accepted if prior written permission has been obtained from the seller. Such returns shall be subject to a re-stocking charge of 20% of the total original invoice value.

## **Force Majeure**

The Seller shall not be liable for failure of delivery or delay in delivering by reason of the following matters namely: force majeure, existing or future strikes or other labour troubles, inability to obtain necessary materials or services from usual sources of supply or any other cause whatsoever beyond the control of the seller. In the event of any such delays as aforesaid the seller shall have the right either to suspend deliveries without notice or cancel the contract without liability.

## **Governing Law**

The contract between us shall be governed by and in accordance with English Law and shall be in the exclusive jurisdiction of the English courts.

## **Amendments**

The Seller reserves the right to alter or amend these conditions of sale either generally or for any particular class of goods or customer.

I/We have read and accept the terms and conditions set out above:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date \_\_\_\_\_