

## **Barkers of Harrogate Ltd Terms and Conditions**

### **1) Definitions**

In these conditions the supplier refers to Barkers of Harrogate Ltd and the customer is anyone who is supplied with goods by Barkers of Harrogate Ltd

### **2) Sale and Purchase**

- a) The customer is deemed to have notification of and is bound by these conditions upon submitting an order for, taking delivery of, and accepting the goods from the supplier
- b) The customer is deemed to acknowledge that the supplier will only supply goods subject to these conditions

### **3) Prices**

- a) The price of goods will be the suppliers quoted price for immediate delivery. The price is based on current costs of supply and production, and this is subject to change at any time in line with variation of such costs
- b) Prices quoted for goods are exclusive of VAT

### **4) Terms of Payment**

- a) The customer will pay the supplier the price of the goods and any other charges in terms of the contract along with any VAT
- b) Credit terms may be offered subject to satisfactory credit vetting of the customer by the supplier. The offer of credit will be at the sole discretion of the supplier
- c) Where credit is offered payment of goods and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied, unless otherwise agreed in writing
- d) In cases where credit is not offered full payment will be required before release of goods by the supplier
- e) Please note all accounts beyond the suppliers credit terms will be passed to their debt collection agency, Sinclair Goldberg Price Ltd. All overdue accounts, without exception, will be subject to a surcharge of 15% plus VAT to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement
- f) The cost of any charges incurred to the supplier for represented cheques will be passed on to the customer without exception.
- g) The supplier reserves the right to withhold a customers order for delivery until their financial statement is within the credit terms agreed by the supplier.
- h) The supplier reserves the right to refuse any order.
- i) Receipts for payments will only be issues on request.

### **5) Delivery**

- a) Any delivery dates quoted for goods are estimates only
- b) If the customer rejects delivery of the goods for any reason, the customer is responsible for the safe return of the goods to the supplier
- c) Non delivery must be advised to the supplier within 7 days of the invoice date
- d) Where orders do not meet the minimum order value to get free carriage the delivery costs will be passed on to the customer without exception

### **6) Risk**

- a) Risk of damage or loss to the goods passes to the customer when the goods are delivered to the place agreed with the customer
- b) If the customer unjustly fails to take delivery of the goods, the risk passes to the customer at the time the supplier tenders delivery of the goods

### **7) Retention of Title**

- a) Notwithstanding the delivery of the goods or the passing of the risk to the customer, title of the goods will pass to the customer only when all sums owed for the goods are paid in full to the supplier
- b) The customer should clearly be able to identify the goods as the suppliers property until title has passed over to the customer
- c) The customer is responsible for insurance cover for the goods once they are delivered till the title of the goods passes to the customer

### **8) Warranties and Liabilities**

- a) The supplier warrants that the goods are fitting to their specifications at the time of delivery
- b) Any supposed defects in the quality or condition of the goods that are not evident on the initial inspection of the goods on delivery should be reported to the supplier in writing within 28 days. If the customer fails to notify the supplier of any such defect in accordance with these terms and conditions then the supplier is not liable for any such defect
- c) If the supplier accepts that the goods can be rejected by the customer due to any defect then they will endeavour to replace the goods or provide the customer with a credit note exclusive of any delivery costs within 28 days
- d) Any alleged shortages of delivery must be reported to the supplier in writing within 3 days of delivery, failure to do this means that the supplier has no liability for such shortages
- e) Where the supplier agrees to accept the return of goods that are not defected the customer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The supplier will not be obliged to accept any goods that are damaged in any way. The supplier will only accept returns that appear in the suppliers current product catalogue

The structure and validity of these conditions shall be governed by the Law of England. Barkers of Harrogate Ltd Terms and Conditions.