



andesign graphics visual communications

## Definitions

'Buyer' means the person who buys or agrees to buy the goods from the Seller.

'Conditions' means the terms and conditions of sales set out hereunder and any special terms and conditions agreed in writing by the Seller.

'Delivery Date' means the date specified by the Seller when the goods are to be delivered.

'Goods' means the articles which the Buyer agrees to purchase from the Seller.

'Price' means the cost of the goods as agreed by the Buyer.

'Seller' means  
AGVC Ltd  
Unit 27, Forge Lane  
Minworth Industrial Park  
Sutton Coldfield  
Birmingham  
B76 1AH

## Conditions applicable

These conditions shall apply to all contracts for the sale of Goods (whether written or oral) by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.

Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

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.

## The Price and Payment

The Price shall be the Seller's written quoted price, the price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.

Payment of the Price and VAT shall within the terms stated on the invoice. Time for payment shall be of the essence.

The Seller shall exercise the right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment Legislation if we are not paid according to our credit terms.

## The Goods

The quantity and description of the Goods shall be set out in the Seller's quotation or confirmation of order.

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.

## Warranties and liability

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the buyer is dealing as a consumer all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

## Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's address or an alternative address as requested by the Buyer on or before the agreed Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

## Acceptance of the Goods

The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer.

After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## Title and Risk

Title shall pass on delivery of the goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the seller has received in cash or cleared funds payment in full the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the buyer, (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver the goods to the Seller and, if the Buyer fails to do so forthwith, to enter any premises of the Buyer or any third party where the goods are stored or displayed and repossess the goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## Remedies of Buyer

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 the sale.

Where the buyer accepts or has been deemed to have accepted any goods then the Seller shall have no liability whatever to the Buyer in respect of these Goods.

The Seller shall not be liable to the Buyer for the late delivery or short delivery of the Goods.

The liability of the Seller to the Buyer shall in any event be limited to the contract price and the Seller shall not be liable for any indirect or economic loss arising from any breach by the Seller of the terms and conditions of any contract between the Seller and the Buyer.

## Limitation of Liability

The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the buyer

howsoever caused as a result of any negligence, breach of contract, misrepresentation or otherwise.

**Proper law of contract**

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