



# Terms and Conditions of Sale

## 1. DELIVERY

Whilst every endeavour will be made to effect deliveries on time, no guarantee as to exact dates is to be implied and no liability will be accepted for any loss or damage occasioned by delay in delivery however caused. Any complaint of short delivery or of damage to goods delivered in the United Kingdom must be notified in writing by the buyer to the seller and Parcel Carrier within 3 days of receipt of the goods, and any complaint of failure to deliver goods invoiced must be so notified to the seller, in writing, within 14 days of the date of the invoice. Any complaint of short delivery or of damage to goods delivered outside the United Kingdom must be notified in writing by the buyer to the seller and the Forwarding Agent within 7 days of receipt of the goods and any complaint of failure to deliver goods invoiced must be so notified to the seller in writing within 21 days of the date of arrival at the Terminal point.

## 2. CANCELLATION OR DELIVERY POSTPONEMENT

Customers may not cancel or amend any outstanding orders for goods already made, or in process of being made at the time, or for goods to be made from materials specifically ordered for the execution of such orders, except by mutual written agreement and then only on terms which would fully indemnify the seller.

Any goods previously ordered where delivery is postponed by the buyer for 30 days beyond the original date will be invoiced and payment required under the terms of clause 7 herein.

## 3. CLAIMS

If any goods supplied by Zhuorim TTR UK (the Company) prove on inspection to be defective in material or workmanship the Company undertakes at its option to replace the same or refund to the buyer the price of the goods and in no circumstances will liability exceed the cost of replacement or (at the Company's option) the price paid by the buyer for such goods.

The Company shall not under any circumstances whatsoever be liable for damages, whether consequential or otherwise, however caused or occasioned, and this undertaking is given in place of and excludes all other warranties and conditions whatsoever whether implied by statute or otherwise.

## 4. COMPATIBILITY

Responsibility for establishing the compatibility of any of the Company's products with papers or other material used by the buyer in manufacture or used with the Company's products shall rest upon the buyer, and the Company shall not be liable for any loss whether consequential or otherwise, or for deterioration of our products or other material used with it in manufacture or otherwise, caused by incompatibility of such materials one with the other.

## 5. QUANTITY DELIVERED

Every endeavour will be made to deliver the quantities as ordered, but when a specific manufacture is entailed the exact coating of quantities cannot be guaranteed and we therefore reserve the right to deliver within 15% under or over on any such item in accordance with the usual trade custom.

## 6. RETENTION OF TITLE

Upon delivery of any goods to the Purchaser the risk shall pass but the Company shall remain legal owner of them until such time as the Purchaser shall have paid to the Company the full price therefore and the full price of any other goods the subject of any other contract of sale between the Purchaser and the Company. The Purchaser acknowledges that until such time he is in possession of the goods solely as bailee for the Company and shall store the goods separately from his own goods and in such a fashion as to be readily identifiable by the Company.

## 7. TERMS OF PAYMENT

The prices charged and against which payment must be made will be those prices ruling at the date of despatch of goods.

Unless otherwise agreed in writing by the company, payment terms are payment on receipt of order, or against the Company's pro-forma invoice.

If the Company approves a credit account, invoices will be raised for the goods at the time of despatch from the company's premises, payment deemed to be due within the terms as notified to the customer by the Company. If there is any doubt as to terms for credit accounts, the default will be 30 days nett from invoice date.



The Company reserves the right to withdraw said credit facilities and to demand immediate payment of all amounts outstanding in the event of any failure by the buyer to adhere to the terms of payment as set by the Company. It is an express condition of sale that in the event of the Company having to have recourse to legal action or debt collecting agents against the buyer in order to obtain payment of outstanding accounts any costs incurred in so doing are payable by the buyer on a full indemnity basis and that the Company shall have the right to charge without notice Interest at Commercial Rates then currently in force on any overdue accounts for as long as they are overdue.

#### **8. EXCLUSION OF EXTERNAL CONDITIONS**

The customer's own conditions of purchase or buyer's standard conditions of purchase shall not apply unless specifically accepted in advance and in writing by the Company.

#### **9. VARIATION AND ADDITIONS**

No variation hereto or addition hereto shall be binding upon the Company unless in writing under the hand of a responsible official of the Company.

**Zhuorim TTR UK**

**15<sup>th</sup> January 2018**