

Terms & Conditions

General

1. "The Company" means Bosta UK Ltd.
2. These conditions shall govern all sales of the Company to the exclusion of any inconsistent terms or conditions emanating from elsewhere.
3. The terms of this condition replace all conditions, warranties, representations, statements, liabilities and other whatsoever implied by common law, statute and/or otherwise, all of which shall accordingly be excluded to the extent allowed by law.
4. The definitive description of the goods shall be the Company's Part Numbers. No liability will be accepted by the Company for interpreting any other description.
5. By placing an order, the customer is considered to be fully informed of and fully agreed upon these conditions.

Price

1. The selling price does not include V.A.T. which will be charged at the rate applicable at the time of invoicing or delivery whichever is the earlier.
2. The price is ex-warehouse.
3. Prices quoted are subject to alteration without prior notice to conform with those ruling at the time of dispatch.

Delivery

1. The Company will not accept any liability for delays in delivery even if a delivery date has been quoted or agreed.
2. Any goods received by the customer, dispatched in error or otherwise unsuitable must be notified by fax to the Company, giving identifying information requesting the issuing of a "Returns Note" by the Company.
3. No goods returned by the customer to the Company will be accepted unless accompanied during transit by a "Return Note" issued by the Company.
4. Any claims concerning errors in packing or damaged goods must be notified in writing within 2 working days of the date of delivery. If the customer does not return such goods or make available for collection within fourteen days they will have deemed to accept them and payment will become due.
5. Returns of correctly dispatched goods of salable quality will be subject to a 20% restocking charge plus any delivery costs. Minimum restocking charge is £10.00 plus any delivery costs.
6. Orders for non-catalogue items including assemblies of catalogue items cannot be canceled once the order has been accepted by the Company.
7. Slight deviations in quality, sizes, colours and finish which from a technical point of view are unavoidable or under common commercial practice cannot serve as grounds for complaints.
8. Where part shipments are agreed with the customer, additional delivery charges will be made by the Company for the Backorder delivery.

Availability

1. All goods quoted from stock are quoted subject to being unsold when the Buyer's order is being assembled.

Title and Risk

1. The risk in the goods shall pass to the customer upon delivery or collection of the goods.
2. Title in the goods shall not pass to the customer until the customer has paid to the Company all sums due, how so ever arising.
3. Until title to the goods has passed to the customer, the goods shall be held by the customer in a fiduciary capacity for the Company and shall be stored in such a way that they are indentifiable as the property of the Company.
4. The customer shall not permit or suffer any lien, charge or encumbrance to arise in respect of the goods.
5. Where title in the goods has not passed to the customer the Company shall be entitled to require the return of the goods and/or repossess the same and shall be entitled to sell the same to ensure that the sums then due are discharged together with any costs involved in repossessing and selling the goods.
6. If the goods or any part of the goods are incorporated in or used as materials for any other product, the property and the whole of that product shall be vested in the Company until full payment has been made.

Liability

1. The customer acknowledges that the Company is acting as a wholesaler, therefor the Company's liability shall not exceed the value that it can recover from its supplier/manufacturer.
2. Goods which are proved to be defective may be replaced at the discretion of the Company, always provided that there is a current guarantee recognised by the manufacturer of the goods.
3. The limitation of liability due to failure of goods and/or due to design shall be limited to the value of the goods supplied by the Company and the Company shall have no liability whatsoever for loss or damage or any sort including loss of profits suffered by the customer or any third party.
4. It is the responsibly of all customers to check the suitability and condition of all goods supplied by the Company before use.

Terms of Payment

1. For approved credit accounts, net invoice value payable 30 days from date of invoice or date of delivery whichever is the earlier.
2. The Company may at its discretion charge interest on overdue payments at a rate of 3% per annum above the minimum lending rate of Barclays Bank plc.
3. Minimum order £35.00 ex-works net.

Governing law

1. The construction, validity and performance of the contract shall be governed in all respects by English Law.

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