

## TRADING TERMS AND CONDITIONS

In these conditions the using of the words "The Company" will be taken as referred to **Bristol (UK) Ltd**

All goods offered for sale by **Bristol (UK) Ltd** are subject to the following terms and conditions:-

**CREDIT ACCOUNTS** At the discretion of the company and subject to acceptable credit references a credit account may be opened at the above address. As **Bristol (UK) Ltd** is a paint manufacturer, and not a loan company, credit terms for account customers are **strictly 30 days** from date of invoice. All discounts shall be deemed to be waived if this period is extended repeatedly without prior agreement with our accounts department.

Account transactions are limited to **£ 100.00** invoices under this amount can be settled by credit card or proforma cheque unless prior agreement has been made.

**SETTLEMENT TERMS** Credit accounts are maintained on condition that payment is made within **30 days** from date of invoice. For customers not on account, goods will be despatched **after** receipt of payment.

**RETENTION OF TITLE** Ownership of goods sold by the company to the customer shall remain with the company until full payment has been received.

**PRICE** Orders are accepted on the condition that goods will be supplied at company's prices ruling at the date of despatch.

**CARRIAGE** Delivery to mainland UK by third party courier charged at cost.

**RETURNS** The company reserves the right to refuse to accept the return of goods correctly supplied to order.

Paint colours produced by hand or colour tinting machine and correctly supplied to order are **NOT** returnable.

Used or damaged goods will not be accepted for return.

Items which are accepted for return must be supported by the invoice or delivery note number and, if authorised for credit, will be subject to a minimum re-stocking **charge of 15%**.

**SPECIAL ORDERS** Order for goods not stocked and specially obtained may be subject to additional charges to cover the extra cost incurred e.g. suppliers' carriage. Special orders cannot be cancelled once the order has been accepted nor can the goods, once supplied, be returned to the company for credit in whole or in part.

**CUSTOMER CONDITIONS** Special conditions on customers' order forms will be understood to be binding only when they are not in variance with the company's own trading terms and conditions.

**HEALTH AND SAFETY AT WORK** The company will on request supply product information concerning the conditions necessary to ensure that goods supplied will be safe and without risks to health when properly used. If the customer is not already in possession of such information or requires any advice in connection with the safe use of the goods at work the customer should immediately contact the company.

**SALE OF GOODS** All goods are believed by the company to be of a quality suitable for the purpose and specification for which they are intended. A defect must be reported immediately it is discovered.

Technical information in response to enquiry is given by the company in good faith. Goods are sold without warranty or guarantee as to their suitability for any specific purpose whether or not the purpose is known to the company. It is, however, for the customer to satisfy himself for his own particular purpose to which the product is being used.

The liability of the company will not exceed the value of the goods supplied.

Lost of profits and consequential financial and other losses are excluded.

**GENERAL** Any express or implied conditions or warranty, statutory or otherwise, not set out above is excluded except where such exclusion is prevented by law. Where a customer is a consumer (i.e. not buying in the course of his business) conditions implied by statute relating to consumer sales are not excluded.