



# PostSafe (South East) Ltd

## Terms and Conditions

- 1) All goods sold by PostSafe (SE) (hereinafter called 'the company') are sold subject to these conditions.
- 2) Unless otherwise expressly agreed in writing by a Director of the Company an addition to deletion from or variation or qualification of these conditions shall be inapplicable.
- 3) Orders are accepted on the condition that goods will be invoiced at the price ruling at the date of Despatch and the Company reserves the right to increase any prices agreed between the Company and the Buyer in the event of increase payable by the Company for labour, materials or services used by the Company in performing the contract occurring between the date of the Buyer's order and the actual date of the delivery of the goods. If a variation in price occurs during the currency of the contract the price of the portion of the contract undelivered at the date of such variation shall be altered accordingly. Unless otherwise stated the prices quoted will be exclusive of Value Added Tax, which will be charged at the rate which, is applicable at the date of Despatch.
- 4) Delivery of goods shall be made by the Seller (or his agent) delivering the goods to the place specified by the Buyer (or his agent) or by the buyer collecting the goods from the sellers premises at any time after the Seller has notified the Buyer that the goods are ready for collection. The Seller reserves the right to make an extra charge for carriage and packing unless these items are expressly included in its quotations. Where delivery of the goods is to be made by the Seller in bulk, the seller reserves the right to deliver up to ten per cent more or ten per cent less than the weight or volume ordered without any adjustment to the unit price of the goods and the quantity ordered and shall be paid for accordingly. Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of such instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole repudiated. Title in the goods shall only pass from the company to the buyer upon full payment being made by the Buyer for all goods sold under the contract. In the event of the delivery of the goods by instalments title to the goods comprised in each instalment shall Company for the full value of the invoice of that instalment. Whilst in accordance with this condition goods delivered to the Buyer remain the property of the Company the Buyer shall nevertheless accept all responsibility for the safe custody protection and preservation thereof including insurance and immediately upon the goods coming into the possession of the Buyer or its agents and respect of all loss or damage of whatsoever nature affecting the goods.
- 5) Whilst all reasonable efforts will be made to ensure that the goods are delivered by agreed delivery dates, the Company shall incur no liability whatsoever in respect of any loss or damage however caused or suffered caused delay in delivery. Where the buyer cancels an order, and production is already in hand, the buyer must pay for the whole order immediately.
- 6) No claim against the Company in respect of weight or quantity can be made and the Company shall incur no liability in respect of any such claim unless received by the company in writing within seven days after delivery of the goods and unless an opportunity is afforded to the Company within the same period of seven days for weighing or counting the entire consignment concerned.
- 7) All goods are manufactured to industry tolerance of +/- 10% on both size and quantity produced.
- 8) No claim against the Company in respect of goods damaged in transit shall be made and the Company shall incur no liability in respect of any such claim unless such claim is received by the company in writing within seventy-two hours of the delivery of the goods.
- 9) Subject to Conditions 6 and 7 no claim against the Company in respect of any matter whatsoever including quality shall be made and the company shall incur no liability in respect of any such claim unless such claim is received by the Company in writing within twenty eight days after the delivery of the goods and the company is given the opportunity to examine the entire consignment or such part as the Company considers necessary.
- 10) All special prints will incur a separate origination charge, extra at cost & subject to sight of design.
- 11) In the event of any claim against the company in respect of any matter whatsoever the liability (if any) of the Company shall be limited to the replacement of the goods sold by the Company in respect of which the liability arises and under no circumstances shall the Company be liable to the Buyer or any other person or firm or company for any consequential loss or damage howsoever or whenever arising.
- 12) All returns must be by prior agreement. Non faulty products returned will incur a 15% handling charge and carriage charges where applicable.
- 13) Whilst the Company will endeavour to perform the contract in accordance therewith all conditions guarantees or warranties including guarantees or warranties as to the quality or description of the goods or their life or wear or their use under any conditions whether or not known or made to the Company or resulting from designs or assistance rendered at the Buyers request and whether expressed or implied by statute or common law are (in so far as they lawfully may be) hereby excluded.
- 14) In the event of the goods which the Company supplies to the Buyer having been acquired by the Company in substantially the same form or actually in the same form from some other person, firm or company whether such goods are used by the company as a component part of a larger item ordered by the Buyer or not the liability of the Company in respect of the goods concerned shall not exceed the liability of the person firm or company from whom the Company acquired the goods to the Company in cases where the Buyer is made aware of the name of that person firm or company the remedy of the Buyer shall be against that other person firm or company and the Company shall not be liable in any way to the Buyer.
- 15) The Buyer shall indemnify the Company against any claim whatsoever and all liability in respect of any infringement of patent rights resulting from compliance with the Buyer's instructions expressed or implied.
- 16) The proper law governing the contract shall be the Law of England.

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- 17) PostSafe (South East) Limited reserves the right to charge a 10% monthly compound surcharge for non-payment. No discount allowed unless agreed in writing prior to order.
- 18) Where an Account is opened for the buyer by the Company. Use of the Account by the Buyer will be taken as the Buyers Agreement that all invoices will be paid in 30 days from date of invoice unless other terms have been agreed in advance in writing.
- 19) Payments can be accepted by all major credit cards, cash/cheque with order. Accounts available, please allow 2 weeks to set up subject to satisfactory credit check.
- 20) Where an Account is opened for the buyer by the Company. Use of the Account by the Buyer will be taken as the Buyers Agreement that all invoices will be paid in 30 days from date of invoice unless other terms have been agreed in advance. Where the buyer does not pay an invoice within the terms specified, all outstanding invoices become due.
- 21) Sales only accepted under the Company Terms and Conditions as stated above.

May 2019