



TERMS & CONDITIONS

1. DEFINITIONS

- a) "Seller/s" means Sitraben Limited - company no. 5532305
- b) "Purchaser" means the person who buys or agrees to buy the goods from the Seller
- c) "Conditions" means the terms and conditions of the sale as set out in this document and any special terms as agreed by the Seller
- d) "Price" means the price determined by referral to clause 1 below
- e) "Goods" means the goods which the Purchaser agrees to buy from the Seller

2. ACCEPTANCE OF ORDER

These conditions shall form part of every contract of sale of goods entered into by the Seller, and no amendment shall be effective unless in writing and agreed by the Seller.

The placing of an order by the Purchaser shall not be binding on the Seller, unless accepted in writing.

The Seller has no obligation to accept the return of goods which are surplus to the Purchaser's requirements or ordered in error.

No binding contract is created until an order is accepted by the Seller.

3. CANCELLATION

The Purchaser shall not be entitled to cancel any order placed which has been accepted by the Seller, without written agreement from the Seller.

4. PRICE

All agreed prices will be confirmed in writing by the Seller to the Purchaser.

All prices are subject to V.A.T. and subject to amendment without notice.

The Sellers reserve the right to review prices in the event of the devaluation of the pound sterling in the rates of foreign exchange.

5. LIABILITY

The Purchaser must advise the Seller within 3 days, and in writing within 7 days of delivery of any goods which are alleged to be defective. Failure to do so will invalidate any claim against the Seller

The Seller will not be liable to the Purchaser for any loss of profits, or any other indirect or consequential damage, loss or injury attributable to defects in goods.

The Purchaser shall indemnify the Seller against any claim for damage, loss or injury made against the Seller by a third party.

6. DELIVERY

Delivery charges will be at the discretion of the Seller and agreed at the time of purchase.

The time of delivery will not be the essence of the contract.

If delivery is delayed at the request of the Purchaser, the Seller may place the goods in storage at the Purchasers own risk, and the Purchaser shall be liable for such storage costs.

7. RETURNS

No returns will be accepted of Goods that have been supplied in accordance with the Purchasers order. No Goods are supplied on a sale or return basis.

8. TERMS OF PAYMENT

Payment is to be made in strict accordance with the conditions printed on the invoice or as specifically agreed in writing.

In the event of late payment, the Seller shall be entitled to charge interest. During any such period of default the Seller shall be entitled to suspend work and withhold deliveries.

The Seller reserves the right to institute Legal Proceedings against the Purchaser without prior notice if payment is not received within 14 days of the original agreement.

In any event, the Goods remain the property of the Seller, until full payment is received.

9. FORCE MAJEURE

The Seller shall not be liable for any loss or damage or injury sustained by the Purchaser or third party by reason of any act of God, war, riot, strike, lockout, governmental control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Sellers control.

10. INSOLVENCY/BANKRUPTCY

The Sellers have the right to terminate the contract immediately where the Purchaser becomes insolvent or bankrupt or suffers a receiver to be appointed or enters into liquidation, in any of which cases the Sellers shall have no further obligation, and the price for all Goods ordered and work done shall become immediately due and payable.

11. LAW

These conditions shall be governed and construed in accordance with English Law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.