

TERMS & CONDITIONS

1. DEFINITIONS

In these terms and conditions of Sale the following meanings shall apply:

“We” and “Us” means Yearntree Ltd. trading as Deflecto Europe - hereinafter referred to as Deflecto Europe.

“You” means the person seeking to purchase Goods from Us.

“the Goods” means the goods or where the context permits the services to be supplied by Us.

“Consumer” means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994.

“the Defect” means the condition and/or any attribute of the Goods and/or any other circumstances which but for the effect of these Terms would have entitled You to damages.

“the Terms” means the terms set out in this document and any special terms agreed in writing between Us and You.

“the Contract” means the contract for the supply of Goods incorporating these Terms.

2. THE CONTRACT

2.1 All orders are accepted by Us only under these Terms and they may not be altered other than with our written agreement. Any contrary or additional terms unless so agreed are excluded.

2.2 Quotations are invitations to trade only and shall lapse thirty days from their date.

2.3 Orders once accepted by Us may be cancelled only with our written agreement and You will indemnify Us against all costs claims losses or expenses incurred as a result of that cancellation. In the case of Goods manufactured or ordered to your specification this will include without limitation the costs of partly finished products, stock or materials and tools for manufacture.

2.4 You shall be responsible to Us for ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its Terms.

2.5

2.5.1 We shall not be liable in respect of any misrepresentation made by Us, our servants or agents to You, your servants or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements or weight loadings unless the representation is:

2.5.1.1 made or confirmed in writing by Us; and/or

2.5.1.2 fraudulent

2.5.2 Without prejudice to clause 2.5.1 of these Terms while we take every precaution in the preparation of our catalogue price lists and other literature these documents are for your general guidance only and statements made therein (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them. If You require advice in relation to the Goods, a specific request for advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and We shall be liable accordingly. Due to differing surfaces and physical conditions we cannot give advice as to appropriate weight loadings for any item of the Goods. On request we shall provide samples for You to test on site.

2.5.3. For the avoidance of doubt if You are not dealing as a Consumer our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 8 of these Terms. The statutory rights of a Consumer are not affected by these Terms.

2.6 No returns will be accepted without prior authorisation from Us. There is a re-stocking charge of 15% of the value of the goods returned, (which must be in perfect condition), plus all carriage charges which have been incurred. Custom made or modified products are non returnable. Returned items must be in the original packaging. No returns of any nature will be accepted after 60 days from despatch date.

3. PRICE

3.1 The price of Goods exclusive of carriage and VAT shall be as at the date of delivery of the Goods. Prices are subject to change without prior notice.

3.2 Items not indicated on our catalogue illustrations as stock will only be supplied if the quantity required is sufficient to justify either manufacture or importation.

4. PAYMENT

4.1 Payment terms are strictly within our sole discretion which We may exercise on receipt of each order either:-

Cash with order

4.1.1 orders will not be processed until payment in full for Goods packaging carriage and VAT has been received by Us in the form of cleared funds;

Credit card sales

4.1.2 orders will not be processed until credit clearance has been received;

Account terms

4.1.3 payment is due no later than thirty days from the date of invoice unless previously agreed in writing.

4.2 We reserve the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are not satisfactory to Us and in our sole discretion We may require payment for each consignment when it is available and before it is dispatched, in which case delivery will not be effected until We are in receipt of cleared funds.

4.3 In the case of short delivery You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.

4.4 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason whatever.

4.5 The company reserves the right to cancel any contract if the buyer fails to pay for purchases in the required time or by the agreed method. The company reserves the right to charge interest on the sums outstanding until payment is received in full.

5. DELIVERY

5.1 Goods will be delivered by Us by whatever method We consider to be suitable in the circumstances as per our published scale. Details are available on request and will be quoted when order is placed if requested.

5.2 We aim to despatch stock Goods the day following acceptance of order or receipt of cleared funds in the case of non-account transactions however, delivery and despatch dates are given in good faith but are estimates only.

5.3 Time for delivery or despatch shall not be of the essence of the Contract.

5.4 We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay in delivery or despatch of the Goods or failure to deliver the Goods in a reasonable time whether such delay or failure is caused by our negligence or otherwise howsoever.

5.5 We reserve the right to make delivery by installments and tender a separate invoice in respect of each installment. Our failure to deliver any one or more installments or any claim by You in respect of any one or more installments shall not entitle You to treat the Contract as a whole as repudiated.

5.6 Whilst We shall make every endeavour to deliver the quantity of goods ordered, nevertheless a delivered quantity of 10% more or less than the quantity ordered shall be deemed to be due execution and performance of the Contract, the price being increased or reduced pro rata accordingly.

5.7 The company reserves the right should the buyer fail to take delivery, to charge for the additional cost of storage / re-delivery of goods and if goods remain undelivered a restocking fee will be charged at the companies discretion.

6. INSPECTION

6.1 You shall inspect the Goods at the time of receipt but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

6.2

6.2.1 You must telephone or fax Us as soon as practicable and give Us written notice within five working days of receipt of any claim for short delivery.

6.2.2 If you do not give Us that notice within that time the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.

6.2.3 You shall not be entitled and irrevocably and unconditionally waive any right to reject the Goods or claim any damages whatsoever for short delivery howsoever caused.

6.2.4 Our liability for short delivery is limited to making good the shortage.

6.3

6.3.1 Where it is or would have been apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample You must give us written notice, telephone or fax us as soon as practicable and give us written notice within five working days.

6.3.2 If you are not a Consumer and You fail to give Us that notice within that time the Goods will be deemed to have been accepted and You shall not be entitled and irrevocably and unconditionally waive any right to reject the Goods.

6.3.3 If you are not a Consumer and You fail to give Us that notice within that time Clause 8.7 shall have effect.

7. TITLE AND RISK

7.1 Risk in the Goods shall pass to You when the Goods are delivered.

7.2 The property in the Goods shall remain with Us until You pay all monies due to Us whether in respect of this Contract or otherwise.

7.3 Until title passes:-

7.3.1 You shall hold the Goods as our fiduciary agent and bailee.

7.3.2 the Goods shall be stored separately from any other goods and You shall not interfere with any identification marks label batch numbers or serial numbers on the Goods.

7.3.3 We agree that You may use or agree to sell the Goods as principal and not as our agents in the ordinary course of your business subject to the express condition that at our direction the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as our money.

7.4 We shall be entitled to recover the price of the Goods including VAT even though the property in any of the Goods remains with Us.

7.5 We shall be entitled at any time to recover any or all of the Goods in your possession to which We have title and for that purpose We, our servants or agents may, with such transport as is necessary, enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated.

8. LIABILITIES

8.1 In these Terms "the Defect" means the condition and/or any attribute of the Goods and/or any other circumstances which but for the effect of these Terms would have entitled you to damages.

8.2 Nothing in these Terms shall exclude or restrict our liability for death or personal injury resulting from our negligence or our liability for fraudulent misrepresentation.

8.3 If you deal as a Consumer any provision of these Terms which is of no effect shall not apply. The statutory rights of a Consumer are not affected by these Terms.

8.4 Subject to Clauses 8.2 and 8.3 of these Terms We shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages We undertake liability under Clause 8.5 below.

8.5 Where but for the effect of Clause 8.4 of these Terms You would have been entitled to damages against Us We shall not be liable to pay damages but, subject to the conditions set out in Clause 8.6 below, shall in our sole discretion either repair the Goods at our own expense or supply replacement Goods free of charge or refund all (or where appropriate part) of the price paid for the relevant Goods.

8.6 We will not be liable under Clause 8.5:

8.6.1 if the Defect arises from fair wear and tear.

8.6.2 if the Defect arises from wilful damage negligence, abnormal working conditions, misbetween use, alteration or repair of the Goods or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part).

8.7 Subject to Clauses 8.2 and 8.3 of these Terms We shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach or warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever (if notwithstanding Clause 8.4 of these Terms You are entitled to recover any) nor shall We be liable under Clause 8.5 of these Terms unless:-

8.7.1 if the Defect would have been apparent on a reasonable inspection under Clause 6.1 of these Terms at the time of receipt written notice of any claim is given to Us within one working day of the time of receipt; or in any other case.

8.7.2 the Defect is discovered within 28 days from the date of delivery and We are given written notice of the Defect within five working days of it being discovered.

8.8 If the Goods are not manufactured by Us our liability in respect of any defect in workmanship or materials of the Goods will be limited to such rights against the manufacturer as We may have in respect of those Goods. We will on written request provide details of our rights against the manufacturer and any other terms and conditions imposed by the manufacturer and so far as possible will on request assign to You any such rights.

8.9 If You are not dealing as a Consumer You will unconditionally, fully and effectively indemnify Us against all loss damages costs on an indemnity basis plus expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods including loss arising from our negligence.

8.10 Without prejudice to any other provisions in these Terms in any event our total liability for any one claim or for the total of all claims arising from any one act of default on our part (whether arising from our negligence or otherwise) shall not exceed the purchase price of the Goods the subject matter of any claim.

9. NON-PAYMENT/INSOLVENCY

9.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution of distress on any of your property; the appointment of a receiver or administrative receiver over all or any part of your property; a proposal for a voluntary arrangement or compromise between You and your creditors whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for your winding-up or for an administration order in relation to You; if you suffer any analogous step or proceedings under foreign law or You ceasing or threatening to cease to carry on your business.

9.2 If you fail to pay the price for any Goods on the due date or You become Insolvent or if You are a Limited Company there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):-

9.2.1 require payment in cleared funds in advance of further deliveries

9.2.2 cancel or suspend any further deliveries to You under any contract without liability on our part.

9.2.3 charge interest on the balance of monies outstanding at the rate of 5% above Natwest base rate in force from time to time from the date the payment became due until actual payment is made after as well as before judgement.

9.2.4 without prejudice to the generality of Clause 7 of these Terms exercise any of our rights pursuant to that clause.

9.2.5 recover from You all costs and expenses, including legal costs on an indemnity basis, incurred by Us in taking steps to enforce our rights under this or any other clause of these Terms.

10. GENERAL

10.1 This Contract shall be governed and interpreted exclusively according to the Law of England.

10.2 We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control including industrial action. This liability includes Acts of God, Power Failure, Mechanical Failure, Import / Export legislation.

10.3 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.

10.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and subclauses of these Terms shall not be affected and they shall remain in full force and effect.

11 EXPORT TERMS.

11 Terms for exporting goods are set out within the general terms and conditions unless otherwise agreed in writing.

CONTACT REFERENCES

Extension No.	Name	Title	Email
Customer Services & Administration			
401		Customer Services	csdeflecto@deflecto-europe.com orders@deflecto-europe.com
<hr/>			
Transport/Goods In			
116			transport@deflecto-europe.com
<hr/>			
Accounts			
104		Purchase Ledger Administrator	purchasel@deflecto-europe.com
105		Credit Controller	creditc@deflecto-europe.com
<hr/>			
Sales			
108	Kirsty Gray	Commercial Manager Europe	kirsty@deflecto-europe.com
109	Rachel Tadman	Account Manager	rachel.tadman@deflecto-europe.com
113		European Sales Co-ordinator	sales@deflecto-europe.com
<hr/>			
IT Support			
408			helpdesk@deflecto-europe.com
<hr/>			

Minimum order values will apply for delivered items. Please contact us for further details.
Ex-works and other delivery options are available.

General Information

Office Hours & Contact Information

Monday - Thursday 08.30 - 17.00 Tel : +44 (0)1633 280 123
Friday 09.00 - 16.00 Fax: +44 (0)1633 279 306

Email: orders@deflecto-europe.com



Customer Service - discrepancies and returns must be reported in writing within 5 working days.

ACCOUNT APPLICATION

Proprietor / Company Name

Trading Name

Company Reg. Number

Number of years trading

Email Address

Company VAT Number

Credit limit required

Currency

Type of Business e.g. Wholesale, Retail etc

Group or Affiliation e.g. Buying Group etc

Invoice Address

Telephone:

Fax:

Email:

Delivery Address

Telephone:

Fax:

Email:

Booking in procedure

Sole Trader / Proprietor Home Address

Telephone:

Fax:

Email:

Bank Details

Bank Name

Account Number

Bank Sort Code

Account Name if Different

Bank Address

Telephone:

Accounts Dept. Contact(s)

Telephone:

Fax:

Email:

The above email address will be used to receive invoices, statements etc. from our accounts department.

Terms of Payment:

First order to be processed on a pro-forma basis. Thereafter an invoice will be emailed at the dispatch of goods, payment of which will be as per our Terms of Trade.

Failure to comply with these terms will result in the credit facility being withdrawn.

Please ensure that a copy of the Terms and Conditions of Trade has been received before signing this application

Signature

Print Name

Position

Date



Office Use Only

Acceptance of this application is no indication of the granting of an account with Yearntree Ltd trading as Deflecto Europe. We reserve the right to refuse application for credit accounts.

Processed By

Account No Allocated

Date

Terms

Acc. Approved By

Credit Limit