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CONDITIONS OF SALE

1. **TERMS OF QUOTATION** - All quotations given and orders accepted by the seller on the basis of the conditions of trading set out below to the exclusion of any conditions of trading which the buyer may purport to impose.
2. **VARIATION OF TERMS** - No variation of these conditions shall be valid unless signed by the seller.
3. **SEPARATE CONTRACTS** - Each order placed by the buyer, shall, on acceptance by the seller, be treated as a separate contract. If there shall at any time be more than one contract in course of performance between the seller and the buyer, any question, dispute or difficulty which may arise in respect of one of such contracts, or the terms on which it may be settled shall not affect in any way the performance of the other contracts nor shall the buyer be entitled to exercise in relation to any such other contracts any right or set-off or counter-claim arising under one contract.
4. **CANCELLATION** - Orders may not be cancelled in whole or in part without the seller's consent.
5. **PAYMENT** - Unless otherwise stipulated, payment is due no later than 30 days from date of despatch of goods.
6. **PRICES** - In as much as the seller may from time to time have to make a general revision of prices it is understood that despite any quotation the price for each consignment shall be that ruling at date of despatch.
7. **OVERDUE ACCOUNTS** - If any payment is in arrears the seller shall be entitled (without prejudice to any other rights it may have) to suspend further deliveries until payment is received, whether or not such deliveries are due under the same contract or other contracts and to charge interest from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
8. **TITLE & RISK** - The goods shall be at the buyer's risk as from delivery. In spite of delivery having been made property in the goods shall not pass from the seller until the buyer shall have paid the price plus VAT in full and no other sums whatever shall be due from the buyer to the seller.
Until property in the goods passes to the buyer the buyer shall hold the goods and each of them on a fiduciary basis as bailee for the seller. The buyer shall store the goods (at no cost to the seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the seller's property.
Notwithstanding that the goods (or any of them) remain the property of the seller the buyer may sell or use the goods in the ordinary course of the buyer's business at full market value for the account of the seller.
Until property in the goods passes from the seller the entire proceeds of sale or otherwise of the goods shall be held in trust for the seller and shall at all material times identified as the seller's money.
Until such time as property in the goods passes from the seller the buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the seller. If the buyer fails to do so the seller may enter upon any premises owned occupied or controlled by the buyer where the goods are situated and repossess the goods.
The buyer shall insure and keep insured the goods to the full price against 'all risks' to the reasonable satisfaction of the seller until the date that property in the goods passes from the seller.
9. **CARRIAGE** - Unless otherwise stated, prices quoted are delivered prices, UK mainland.
10. **DELIVERY** - Delivery dates quoted by the seller are given in good faith but the seller shall not be liable for failure to deliver on the specified date or dates. If the contract calls for delivery in instalments, each instalment shall be deemed to constitute a separate contract. Any defect in any instalment or failure to deliver any instalment shall not give the buyer the right to cancel future deliveries.
11. **CLAIMS** - The seller shall be entitled to reject any claim for defective goods unless such a claim is notified in writing to the seller within 14 days of delivery, or, if the alleged defect is not immediately apparent, within such longer period as the seller may reasonably allow in the circumstances. The seller shall be entitled to reject any claim for non-delivery of the goods in whole or in part unless notice in writing is given by the buyer within such time from the date of despatch as would enable a claim to be made on the carrier.
12. **LIMITATION OF LIABILITY** - There is no express or implied warranty that the goods are suitable for any specific purpose even though the purpose for which the goods are bought is known to the seller.
13. **FORCE MAJEURE** - In the event of the seller's course of manufacture or delivery being prevented, interrupted, hindered or delayed by any cause whatsoever beyond the control of the seller or by lockout by the seller of its employees, the seller shall have the option, without incurring liability to the buyer, either to defer the date of despatch or, according to the nature and extent of such supervening event, to cancel the order.
14. **INTERPRETATION** - Any contract between the seller and the buyer shall in all respects operate and be construed as an English contract and be governed by English law and the buyer and the seller submit to the jurisdiction of the English courts.