



## 1. INTERPRETATION

The Conditions set out here are the only Conditions on which we sell goods or supply services. Unless we both otherwise expressly agree in writing they will apply notwithstanding any other terms subject to which you want to buy goods or have services supply to you.

In these Conditions "goods" means all goods and/or services specified on the order form or to be supplied by us to you. "We" means Momentum LTD and "You" means the Company, person or legal entity buying goods; the words "negligence" and "deals as a Consumer" in Condition 1.5 have meanings given to them in the Unfair Contracts Terms Act 1977.

Nothing in these Conditions shall exclude or limit any liability we may have under the Consumer Protection Act 1987.

While our Employees and Agents will on request given you advice which they believe to be sound they have no legal duty of care to you and no authority to give any guarantee or make any statement or representation in relation to the goods which is binding on us or them.

When in a transaction you are a Buyer who deals as a Consumer, nothing in these Conditions shall affect your Statutory rights. Nothing in these Conditions shall affect our implied undertakings given to you under Section 12 of the Sale of Goods Act 1979.

## 2. ORDERS

All goods are offered and sold subject to stocks being available. All delivery dates are estimates and not of the essence of the contract between us.

Once an order has been placed there by you is no right of cancellation save and except of a prior written agreement by us. All goods must be ordered on the name of the registered Limited Company or registered Trading Name.

## 3. PRICES

Goods are charged at the price set out on the order form or agreed between us (plus VAT at the rate in force at the tax point date). In the event of a manifest error relating to the price charged we reserve the right to rectify it.

## 4. DELIVERY AND NOTIFICATION OF DAMAGE AND LOSS

All goods should be examined on delivery and signed for. Goods which show any sign of having been tampered with, damaged or shortage, must be signed for accordingly and written notice from you of the nature of the damage or shortage must be received by us within seven days of delivery identifying each item damaged or short by product description or code and quantity.

In the event of the non arrival of the goods or if you learn that they have been lost or destroyed in transit, written notice from you of this must be received by us within seven days of advice note or invoice. Notice in all cases must be given in writing to us at the address shown on the order form.

If the appropriate notice (as set out in this condition 4) is not received by us within the time set out, then the goods shall be deemed to have been delivered in accordance with the contract.

## 5. PROPERTY AND RISK

Risk of damage to or loss of the goods shall pass to you on delivery. Notwithstanding delivery the passing of risk in the goods, or any other provision of these Conditions, the property and the goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the goods and all of the goods agreed to be sold by us to you for which payment is then due.

Until such time as the property and the goods passes to you you shall hold the goods as our fiduciary agent and bailee and shall keep the goods separate from those of yourself and third parties and properly stored, protected and insured and identified as our property. Until that time you shall be entitled to resell or use the goods in the ordinary course of your business but shall account to us for the proceeds of sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of yourself and third parties and in the case of tangible proceeds properly stored, protected and insured.

Until such time as the property and the goods passes to you (and provided the goods are still in existence and have not been resold) we shall be entitled at any time to require you to deliver up the goods to us and if you fail to do so forthwith to enter upon any of your premises or any third parties premises where the goods are stored and repossess the goods.

You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain our property, but if you do so all monies owing by you to us shall (without prejudice to an right or remedy we may have) forthwith become due and payable.

## 6. PAYMENT

Payment is due at the date indicated on the invoice. Any invoice issued without specifying a payment date will be due for payment within 30 days of the date of the invoice. Time of payment is of the essence. If at any time any invoices are overdue then all unpaid balances owing to us from you shall become immediately due and payable.

All cheques should be made payable to Red Dog Abergavenny LTD

Overdue invoices shall at our discretion carry interest at the rate of 10% per month.

## 7. WARRANTIES AND LIABILITIES

Subject to the Conditions set out below we warrant that the goods will correspond with their specifications at the time of delivery and will be free from defects and material and workmanship for a period of one month from the date of their initial use or one month from delivery whichever is the first to expire.

The above warranty is given by us subject to the following conditions: We shall be under no liability in respect of any defect in goods arising from any design or specification supplied by you

We shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, misuse or alteration or repair of the goods without our approval

We shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment

The above warranty does not extend to materials or equipment not manufactured by us in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer to us.

Subject and expressly provided in these Conditions and except where the goods are sold to a person dealing as a Consumer (within the meaning of the Unfair Contract of Terms Act 1977) all warranties, conditions or other terms implied by Statute or Common Law are excluded to the fullest extent permitted by Law.

Where the goods are sold under a Consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these Conditions.

## 8. SUSPENSION OF DELIVERIES AND CANCELLATION

We shall be entitled to suspend deliveries and cancel any agreement if you are overdue with any payment (under any agreement with us) or if you exceed any credit limit agreed or you become insolvent or we have any serious doubts regarding your solvency.

## 9. FORCE MAJEURE

We shall have no liability whatsoever under or in any way related to the sale and purchase of the goods or otherwise (whether in contract or tort or otherwise) for any failure to fulfil any obligation hereunder if and to the extent that such fulfilment is prevented by circumstances beyond our reasonable control.

## 10. LAW AND JURISDICTION

The agreement shall be governed by the Laws of England and Wales and you accept the jurisdiction of such Courts as we may nominate for the purpose of trying any action arising out of the agreement