

## **Minitran Terms and Conditions**

Ref: [www.Minitran.co.uk](http://www.Minitran.co.uk)

### **1. General**

In these conditions the Seller shall mean Minitran Ltd. No variation of these conditions will apply unless agreed in writing by the Seller.

### **2. Price**

Prices quoted shall be valid for up to thirty days following the date of quotation, and no longer, unless otherwise agreed in writing. Prices do not include carriage or value added tax.

### **3. Settlement Terms**

Payment for goods must be made in full either on delivery or by the 28th day of the month following invoice date. The Seller reserves the right to suspend or cancel deliveries of goods until payment is made in full, or to cancel the contract.

### **4. Availability**

All goods are offered subject to availability.

### **5. Ownership**

Title in goods sold by the Seller shall pass to the customer upon receipt by the Seller of the full price of the goods including VAT and any carriage insurance and other costs incurred on behalf of the customer. Until the date of actual payment in full the customer shall hold the goods clearly identified as the property of the Seller property insured and unmixed with other goods.

Notwithstanding the foregoing and pending actual payment for the goods the customer shall be entitled to sell the goods to a third party on the basis of the Seller's conditions of sale as agent for the Seller and the customer shall hold such proceeds of sale on trust for the Seller and shall keep all proceeds ( including the proceeds of any insurance claim ) separate from any monies or property of the customer or third parties. Until such time as the title in the goods passes to the customer ( and provided the goods are still in existence and have not been resold ) the Seller shall be entitled at any time to require the customer to deliver up the goods to the Seller and if the customer fails to do so forthwith to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.

### **6. Delay**

Delivery times notified by the Seller are an estimate only, and the Seller shall not be liable for the consequences of any delay in fulfilling the Buyers order.

### **7. Loss or Damage in Transit**

The Seller will replace goods which are due to the Seller's neglect or default fail to arrive or which arrive in a damaged condition provided that notification of loss or damage to the goods in transit is made to the Seller in writing within 14 days of the date of delivery or, in the case of loss, the estimated date of delivery.

### **8. Defective Goods and Consequential Loss**

If the goods shall prove defective or otherwise not of a merchantable quality the Seller will replace them or at the Seller's absolute discretion refund the purchase price.

It is in every instance for the buyer to satisfy himself that the goods are fit and suitable for the purpose for which he required them. Save as set out in above all warranties and conditions expressed or implied, statutory or otherwise, as to the quality or fitness for any purpose of the goods are expressly excluded and no warranty, condition, description or representation is to be taken as having been given or implied by anything said or written by or on behalf of the Seller on or prior to the goods being ordered.

Without prejudice to the generality of the first paragraph of Section 8 it is expressly agreed and understood by the Buyer that the Seller's liability in respect of defective or otherwise unmerchantable goods shall under no circumstances whatsoever extend beyond the price paid for such goods; in particular the Seller shall not be liable for any damage to property nor any consequential loss of whatsoever nature, howsoever caused, arising out of any defect in the goods, or from their failure to correspond to any description or representation or from the unsuitability for any purpose.

Defects in or damage to goods delivered or loss of goods in transit shall not be cancelled by the Buyer of the remainder of any order or contract. If the Buyer alleges that goods supplied are defective under the terms of the first paragraph of Section 8 the buyer will return them carriage paid to the Seller's premises. If after examination by the Seller, it is established that the goods are defective then the Seller will refund to the buyer the reasonable cost of carriage.

#### **9. Specification**

Goods are subject to a continuing process of change and development. Therefore goods may not comply in all respects with the technical specification described in the Seller's catalogue. The Seller makes no warranty with regards thereto.

#### **10. Insolvency**

The clause applies if:-

the customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or ( being an individual or firm ) becomes bankrupt or ( being a company ) goes into liquidation ( otherwise than for the purpose of amalgamation or reconstruction or an encumbrance takes possession, or a receiver is appointed for any of the property or assets of the customer; or the customer ceases, or threatens to cease, to carry on business; or the seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly. If the first paragraph of Section 10 applies, then without prejudice to any other right or remedy available to the seller, the seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the customer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### **11. Waiver**

No waiver by the Seller or any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same of any other provision.

#### **12. Proper Law and Jurisdiction**

The proper law of all contracts is English and the customer submits to the jurisdiction of the English Courts. We maintain the copyright in respect of the catalogue. It's whole or partial reproduction is prohibited without prior written consent.

The information contained in this literature is intended only to give a general indication of the products described. Unless agreed to the contrary by the company in writing no representation, particulars or statements made herein shall form part of any contract. Our policy is one of continuous improvement to our products and services. We reserve the right to alter without notice their specification, price or design.

#### **13. Waste Electrical and Electronic Equipment Regulations 2006 (the "Regulations")**

13.1 The Purchaser shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the Regulations.

13.2 The Purchaser shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations.

13.3 The Purchaser agrees to indemnify and keep indemnified the Seller from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Seller resulting from a breach of this clause.