



**GENERAL TERMS & CONDITIONS**

Reelcare Ltd  
Unit L, Tyson Courtyard  
Weldon South Ind Est  
Corby, Northamptonshire  
NN18 8AZ United Kingdom  
T +44 (0) 1536 407001  
F +44 (0) 1536 261491

**1. General**

These general terms of sale apply to all our offers and agreements with purchasers.

“Vendor” means Reelcare Ltd.

“Purchaser” means the person, firm or company contracting with the Vendor.

“Goods” means the whole or part of the tem or items described in the order.

“Order” means the order placed by the Purchaser for the supply of goods.

Unless otherwise agreed in writing these conditions shall prevail over any inconsistent terms implied by law, trade custom, practice or course of dealing and any such inconsistent terms are hereby expressly excluded. No variation of these conditions shall be effective unless made in writing and signed by the Vendor.

**2. Offers**

Our offers are without obligation and expire if not accepted within 30 days from the date of the offer, unless stated otherwise in the offer. During the period of seven days from the date of the offer or not less than two days before the anticipated delivery date whichever is the sooner, the Purchaser must satisfy himself that the goods in the offer are in accordance with his requirements. If not the Purchaser must notify the Vendor, in writing, within said period.

**3. Prices**

The prices we quote are ex works and from our current price list, unless otherwise agreed with the purchaser. They are exclusive of VAT, shipment, transport and Letter of Credit costs. The prices agreed are based on costs existing at the time the agreement is made. Some costs that are outside of our control may rise subsequently. The Vendor reserves the right to charge the purchaser a proportion of the increase.

**4. Forwarding**

The Vendor will choose the way of packing and forwarding unless agreed otherwise with the customer.

**5. Delivery**

The delivery dates stated are target dates only. If delivery of the goods does not take place at the time agreed the Vendor reserves the right to a thirty-day period for late delivery. If delivery does not take place within this period the buyer has the right to cancel the agreement in writing. The buyer has no right to claim compensation for late delivery

**6. Circumstances beyond our control**

Where circumstances beyond our control delay or prevent the execution of the agreement, the Vendor reserves the right to cancel the agreement without giving the purchaser the right of claiming compensation. Circumstances beyond our control include non-delivery or late delivery by our suppliers of goods that we need to carry out our obligations, strikes and impending governmental measures.

**7. Divisibility clause**

The Vendor reserves the right to make scheduled deliveries each of a part only of the overall amount and value of goods ordered by the buyer. Where any such scheduled delivery is made the goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the goods the subject of such delivery and will be invoiced separately. The Buyer will pay for the goods delivered in each scheduled delivery without set off, counter claim or deduction in respect of any previous or future scheduled delivery or other goods ordered from the Company

**8. Liability and complaint**

Complaints or defects connected with deliveries are to be made verbally within 48 hours and in writing within fourteen days of receipt of goods by the purchaser. If the purchaser fails to do so, The Vendor will consider that the goods have been delivered in accordance with its obligations. If complaints are made in time and the Vendor agrees that the goods do not meet the terms of the agreement, the Vendor will decide, after receiving the goods back, whether to deliver again (free of charge) or to charge the purchaser. The Vendor is not liable to any further obligations, or compensation

**9. Payment**

Unless the invoice states otherwise, or a prior agreement has been made, payment is to take place within 30 days following the invoice date. If the period of payment is exceeded, interest charges of 1.5% per month can be levied for which the term is exceeded. A complaint does not postpone the obligation of payment. A settlement of debts is never allowed. The Vendor shall have the right to cancel any contract made with the Purchaser and/or suspend or continue deliveries of goods at the Vendor's option without prejudice to the Vendor's right to recover damages for any loss sustained by them

**10. Warranty**

The Vendor warrants that the goods supplied to the Purchaser will be free from defects in material and workmanship for a period of two years from the date of delivery. The Vendor will repair or replace, at its option and cost, any product which proves to be defective during the warranty period, unless such defect was caused by improper care, incorrect installation, improper use or handling of the product. Under no circumstances will the Vendor have any obligation or liability to the Purchaser or other person for consequential damages, including loss of profit, whether or not the same could be reasonably anticipated or known to the Vendor. No repairs or warranty work may be made by the purchaser or the purchaser's agent without prior notification to the vendor. Only after notification and with the permission of the Vendor may any work be carried out by any parties other than the vendor. The Vendor makes no other warranty, express or implied, including any warranty of fitness for a purpose or of merchantability.

**11. Property**

The ownership and title of the goods ordered remains with the Vendor until payment is received in full for all of the goods. If such a payment is overdue in whole or in part, the Vendor may (without prejudice to any of its rights) recover or resell the goods or any of them and may enter the Purchaser's or its Agent's premises for that purpose. Such payments shall become due immediately on commencement of any proceedings in which the Purchaser's insolvency is involved. The risk of damage or loss shall pass to the Purchaser and liability to pay the Vendor shall pass to the Purchaser at the time. If goods are destroyed by an insured risk prior to payment by the Purchaser, the Purchaser shall receive the proceeds of the insurance as Trustee for the Vendor. 11. Returns No items will be accepted for return without prior, written authorisation from Reelcare and a corresponding Returns Note assigned. All returned goods will be subject to a 20% re-stocking charge. Shipping charges on all goods returned must be prepaid.

**12. Returns**

No items will be accepted for return without prior, written authorisation from Reelcare and a corresponding Returns Note assigned. All returned goods will be subject to a **25% re-stocking charge**. Shipping charges on all goods returned must be prepaid.