

C N Global Ltd business terms and conditions of sale

All orders for goods accepted by C N Global Ltd (the vendor) are accepted subject to the following conditions which shall form part and govern the contract of sale. Acceptance of goods shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by a director of C N Global Ltd, hereinafter referred to as a " director".

1. Payment and Price

- (a) The vendor reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer.
- (b) All invoices are due for payment on the date shown on the invoice. Payment is to be made in sterling unless otherwise agreed in writing by a director.
- (c) All overdue accounts will be charged, on a daily basis, commercial interest at 5% above the base rate of the Royal Bank of Scotland plc obtaining at the time.

2. Availability of Goods

The vendor will use its best endeavours to comply with the date named for despatch or delivery which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or any other causes beyond the vendor's control, the vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser.

3. Property and Risk

For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it, the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principles of R. v. Hallett Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor, at the purchaser's expense, shall have the right to enter the purchaser's premises and remove therefrom all goods which remain the property of the vendor.

4. Design Variation

Whilst the vendor makes every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contract or shall be the subject of any claim against the vendor by the purchaser.

5. Claims

- (a) No liability for any claim for damage or non-functionality shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery. This period may be extended at the sole discretion of the vendor where the manufacturer's replacement policy exceeds this deadline.
- (b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery.
- (c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the delivery note unless the vendor is notified in writing by the purchaser within seven days of delivery and the onus is on the purchaser to prove any shortage.
- (d) In the case of active third-party on-site maintenance contracts, the purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 5(a).
- (e) In the case of manufacturers who operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.

6. Guarantee

- (a) The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.
- (b) Where a guarantee includes repair performed on the purchaser's premises, commonly known as an 'on-site maintenance', this shall not apply outside the mainland of Great Britain. Purchasers whose premises are on outlying islands will instead receive 'return-to-base' maintenance.

7. Returned Goods

- (a) The vendor will not accept goods for credit or rectification unless such return has been authorised by a director, and the goods are received by the vendor in stock condition, with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition.
- (b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.
- (c) All items returned to the vendor by prearrangement and found to contain no fault, will be subject to a 25% (minimum £36) restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.
- (d) No credit shall be allowed for goods until they have been received complete.

8. Consequential Loss

The extent of the vendor liability to the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising.

9. Law

- (a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.
- (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law

Payment

C & C Global Ltd accept payment as follows:

Cash Sterling currency tendered in person. Do not send cash through the post or by carrier.

Credit/Debit Card	We accept Access, Mastercard, Visa, Delta, JCB, Switch and Paypal payments for orders made via our web site only. Surcharges for credit cards are not normally made but we reserve the right to do so, on certain orders.
Cheques	Orders paid by cheque, will not be dispatched until the cheque has cleared, for which up to 14 days should be allowed. Personal cheques may be cleared immediately provided a valid cheque guarantee card number and expiry date are written on the reverse of the cheque. Business cheques may be subject to a surcharge for immediate clearance. Special Presentation is available at £15 + vat and will clear a cheque in 2 days. A Building Society or Bankers draft will be cleared immediately provided it is presented during banking hours. Foreign cheques must be drawn on a UK bank in Sterling, otherwise further charges may be made.
Bank Transfer	We can accept CHAPS and BACS transfers. Our bank details are set out below. Please contact our accounts department if you have any queries on paying by this method.
Credit Terms	Our normal terms are 30 days from date of invoice or supply. All credit orders must be in writing, using wherever appropriate, the official stationery of the customer. We reserve the right to surcharge for credit orders.
Contra Arrangement	Exchange of goods or services can only be used to settle invoices by the express written permission of the vendor.