

## Terms and conditions of Sale

### In Summary

#### Orders

Please ensure you make your order as clear as possible and allow sufficient time for us to fulfil the order. Ordering Goods from us carries with it the obligation to pay for it unless we receive from you a cancellation. Where we accept an order, we do all that we can to ensure that your order is fulfilled. Goods are, however, subject to availability and market conditions and we do not always know if an item is, or will be, available at the time of accepting an order.

#### Delivery

You are responsible for making suitable arrangements to receive your delivery and giving us appropriate instructions. In the event that your delivery is stolen from your doorstep or damaged while there, we do not accept liability, and will offer compensation at our discretion. Where a time of delivery is requested we will do our best to achieve this, however, we cannot be held responsible for traffic conditions, break down, weather, illness etc.

#### Acceptance

We endeavour to ensure that the goods will be of good quality and, therefore, if the goods which you purchase from us are faulty or defective you should notify us within 24 hours. We will examine the goods and, if the goods are inadequate, we will replace or refund the price of the faulty or defective goods.

#### Payment

Our preferred method of payment is by direct bank transfer. Account name: FB The Wholesaler Limited, Bank name: Monzo, Account No. **48261340** Sort Code **04 00 03**. A statement will be sent every Monday. This should be paid by the end of that week. i.e. 7 days from the date of the statement. On failure to pay, deliveries may be suspended. We reserve the right to charge interest on the unpaid amount at a rate of 2% per month. In the event of long-term outstanding monies a third party may be used and the cost of this action will be passed on to you.

Thank you for your custom. If you have any questions or queries please do not hesitate to contact us.

Call our accounts team  
Lisa or Natasha

02392502923

[accounts@fbthewholesaler.co.uk](mailto:accounts@fbthewholesaler.co.uk)

## Terms and conditions of Sale

### Conditions of Sale

In these terms and conditions:

'Supplier' means FB The Wholesaler Ltd, of Unit C3, Heritage Business Park, Heritage Way, Gosport, Hants, PO12 4BG Registered No 15521905

'Goods' means articles sold by the Supplier;

'Customer' means a customer of the Supplier for the purchase of Goods

'Price' means the price for the goods including carriage, packing and insurance but excluding VAT.

'Delivery date' means the date agreed between the Supplier and the Customer when the Goods are to be delivered.

'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Supplier.

### Conditions Applicable

These terms and conditions will apply to and be deemed to be incorporated in all contracts for the sale of Goods by the Supplier to the Customer, and shall override any terms proffered by the Customer in respect of any order for Goods. If not otherwise incorporated into the contract these terms and conditions shall be deemed to be accepted and incorporated into the contract by the Customer accepting delivery of the Goods which is the subject of that contract. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions. No variation to these terms and conditions shall be binding unless agreed in writing between the authorised representatives of the Supplier and Customer. References to any contract between the Supplier and the Customer for the supply of Goods shall include these terms and conditions. Upon cessation of regular orders for the delivery of goods all monies owed shall become payable in full with all outstanding debt to be paid in full.

### Orders

The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order submitted by the Customer and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable to Supplier to perform the particular contract in accordance with its terms. The quantity of the Goods and any specification for them shall be set out in the Customer's order at the time of placing the order with the Supplier.

### The Goods

The Supplier warrants that the Goods will be of satisfactory quality and, therefore, if the Goods purchased are faulty or defective the Customer should notify the Supplier **within 24 hours**. The Supplier will examine the Goods and, if the Goods are faulty or defective the Supplier will replace or refund the price of the faulty or defective Goods. This warranty does not apply to faults or defects which have been caused by the Customer's misuse and/or neglect of the Goods or by accidents caused while the Goods

are in the Customer's possession. The Supplier will not be liable to the Customer by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for any losses which are not caused by any breach by the Supplier; or business or trade losses (including, without limitation, loss of profits, loss of goodwill, loss of reputation and loss of business).

### Delivery of the Goods

Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods. Delivery of the Goods shall take place at the Customer's premises unless otherwise agreed by the parties. The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all. The Supplier shall use all reasonable endeavours to deliver each of the Customer's orders for the Goods on the dates specified in the order, but the time of delivery shall not be of the essence unless previously agreed in writing between the parties. Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

### Acceptance of Goods

The Customer shall within 24 hours of the arrival of each delivery of the Goods at the Customer's premises notify the Supplier of any defect by reason of which the Customer alleges that the Goods delivered are not in accordance with the specification or of acceptable quality and which should be apparent on reasonable inspection. The Supplier may ask the Customer to keep the Goods, untouched for a possible collection by the Supplier. If on collection by the Supplier the Goods are deemed to be of suitable condition for sale, the Customer may be liable for Administration and or collection fees. If the Customer fails to give such a notice then the Customer shall be deemed to have accepted the delivery of the Goods in question and the Supplier shall have no liability to the Customer with respect to that delivery. Therefore the Customer shall pay the full price for the Goods. If the Customer rejects any delivery of the Goods within the time specified the Supplier shall, as soon as reasonably practical after being requested to do so by the Customer, supply replacement Goods or at the Supplier's sole discretion refund the Customer the price of the Goods (in which event the Supplier shall not be deemed to be in breach of these terms and conditions or have any liability to the Customer).

### Price and Payment

The price for the Goods shall be exclusive of any Value Added Tax which shall be payable in addition at the rate ruling on the date of the Supplier's invoice. The supplier shall invoice the Customer at the time of delivery and all invoices raised will be paid by the Customer within 7 days. The Supplier will provide the

Customer with either a weekly or monthly statement detailing all invoices for the month. If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Supplier, the Supplier may:

- Suspend any further deliveries to the Customer
- Charge the buyer interest on the amount unpaid at the rate of 2 per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

The Supplier shall be entitled to recover from the customer all costs it incurs in recovering any outstanding amount from the Customer.

### Title and Risk

Notwithstanding delivery and the passing of risk in the Goods, or any other provision in these terms and conditions, the property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Supplier to the Customer for which payment is then due. Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and property appropriately stored, protected and insured and identified as the Supplier's property, but the Customer may use the Goods in the ordinary course of its business. Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence), the Supplier may at any time require the Customer to deliver the Goods to the Supplier and, if the Customer fails to do so immediately, enter on to any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

### Remedies of Customer

The Supplier shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of this contract. In the event of any breach of this contract by the Supplier the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the Price of the Goods.

### Proper law of contract

This contract is subject to the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served on them by delivering such proceedings in an envelope addressed to the party.

I confirm I have read and accept the conditions of sale

Name.....

Date.....