

Colomendy House, London Road, Corwen, Denbighshire, LL21 0DR., United Kingdom.

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Conditions of Sale for International Supply

A. Definitions.

1. "The Companies" shall mean Colomendy Limited as above or 101 Limited of Unit 100 Harbour Walk, Gibraltar.
2. "The buyer" shall mean the company receiving goods as detailed on the face of any invoice.
3. "The goods" shall mean the articles shipped as detailed on the face of any invoice.
4. "The Terms" shall mean the payment and delivery terms shown on the face of any invoice.
5. "The price" shall mean the total price shown on the face of any invoice.

B. Conditions of Contract.

1. The only Conditions applicable to this supply of goods are those shown in these Conditions.
2. By the buyer receiving the goods from the Companies detailed on any invoice, the buyer Warrants to accept these Conditions as being fair and reasonable.

C. Applicable Law.

1. English Law shall prevail over the supply of the goods and in the event of any dispute, such dispute shall be governed by The Courts of England and Wales.
2. The Goods sold by the Companies to the buyer are sold subject to The Common Laws of England and Wales. No Warranty or Guarantee is given over the fitness for use or their suitability for any given purpose unless specifically agreed in writing.

D. Disputes.

1. In the event of any dispute between the Companies and the buyer over the supply of the goods, all matters are to be raised in writing between the parties.
2. In the event of the need for a third-party Arbiter, this must be agreed between the Companies and the buyer prior to any appointment.
3. In the event of a breakdown of any commercial settlement between the Companies and the buyer all matters handled will fall under clause C. above.

E. Terms of Sale.

1. The Companies shall supply the goods and the buyer shall pay the price shown on the face of this invoice.
2. In the event of deliveries being made as part of any one order from the buyer then the buyer will treat each delivery as a separate contract under the buyer's order number stated. Each delivery made shall be deemed a separate contract by the buyer to the companies and payment will be made for each separate invoice for deliveries made and received.
3. The buyer must pay the price for the goods strictly within the terms detailed on the face of the invoice.
4. Any goods sold by the Companies for which payment has not been made within the terms of their invoices will remain the property of the Companies until such time as full payment has been received from the buyer to the Companies. The buyer shall not sell the goods to a third-party or agree to sell the goods to a third party until such time as the goods are paid for under the terms detailed in the Companies' invoices.
5. Any payment not received by the due date under the terms of the Companies' invoices will be subject to an Additional charge of 6% pa. interest will be due on a daily basis over the Bank of England Base Rate at the date of default plus a £100 administration charge.
6. Any discounts or rebates offered will only be granted upon the complete payment for goods sold.
7. Any additional charges incurred by the Companies in extending the supply terms after delivery, such as duties, taxes, loading, un-loading or local deliveries and charges will be invoiced separately under the same terms as the Companies supply invoices.

Colomendy Limited.

International purchasing and projects.

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F. Limit of Liability.

1. The Companies Warrant to carry-out their supply contracts to the best of their ability.
2. No Warranty is given as to time being of the essence in any contract of supply.
3. No liability is accepted for loss or profit, liquidated damages or other costs due to delays of any nature.
4. The Companies Warrant to replace, as new, any damaged or faulty goods, provided the faulty goods are advised to the Companies by the buyer within 5 days of arrival at their destination.
5. No additional costs whatsoever will be paid for any damage, loss, delay or disruption due the supply of faulty goods, whether this be direct or indirect.
6. No third-party claims will be entertained by the Companies under any circumstances.

Colomendy Limited/101 Limited - Conditions of Sale - 22nd May, 2018..