



Trodat (UK) Limited Terms & Conditions of Sale

Where applicable, all prices are subject to the addition of VAT or other governmental charges at current applicable rates.

All prices are subject to alteration without prior notice.

Minimum order value does not apply to items with a custom made rubber or pre-inked die. All other orders below £100 in value will be charged carriage extra. Settlement terms: Nett monthly, unless otherwise agreed.

Images shown in this catalogue are correct at the time of going to press. These are intended as a guide only and may not be wholly accurate or to scale.

- 1.1 In these Conditions:
 - "Company" means Trodat (UK) Limited.
 - "Contract" means an order for the supply of goods made by a Customer and accepted by the Company.
 - "Customer" means any person to whom the Company supplies Goods.
 - "Goods" means any goods, materials or items supplied by the Company to the Customer.
- 1.2 All Contracts and transactions between the Company and its Customers are, unless otherwise agreed in writing by the Company, subject to these Conditions.
- 1.3 Any variations or modifications to these Conditions must be agreed in writing by the Company.
- 1.4 Where there is any conflict between these Conditions and a Customer's conditions of purchase these Conditions shall prevail.
- 2.1 Subject to Condition 2.2 hereof, all Goods will be invoiced at the Company's current prices ruling at the date of despatch to the Customer. All prices and other charges are subject to alteration without notice whether as a result of fluctuations in the cost of labour, materials or overheads or otherwise. Notwithstanding the foregoing, the Company will endeavour to maintain prices quoted for a period of thirty days from the date of quotation. All prices are exclusive of VAT or other governmental taxes at current applicable rates.
- 2.2 Condition 2.1 does not apply to fixed price quotations. Fixed price quotations are only such quotations as are specifically stated in writing to be at a fixed price conditional upon a specified delivery date and it is agreed that only increases occasioned by the uplift or imposition of any duty or tax payable by the Customer in addition to the price quoted. Due notice of any such increases will be given by the Company.
- 3 When an order has been received and accepted by the Company, cancellation will only be accepted at the Company's discretion. The Company reserves the right to charge for all materials or products made or purchased and work carried out, up to the date of acceptance of cancellation.
- 4.1 Unless otherwise agreed in writing, payment is to be made by the end of month following date of invoice. The Company reserves the right to apply an overdue payment surcharge of 2.5% of invoice value for each month or part of a month for which an account remains overdue.
- 4.2 Failure to make due payment in respect of deliveries or installments under this or any other contract with the Company shall entitle the Company to delay, suspend or cancel deliveries at its option.
- 4.3 The Company may exercise the right set out in 4.2 above if the Customer becomes bankrupt or makes an assignment, agreement or composition with its creditors or goes into liquidation (otherwise than for reconstruction or amalgamation purposes) or if a receiver is appointed. These rights may also be exercised by the Company if it has reasonable grounds to believe that any such above events is likely to occur.
- 5 Property in all Goods sold by the Company shall remain with the Company until payment of the price in full but all Goods shall be at the sole risk of the Customer from the time of delivery.
- 6 The description of the Goods contained in catalogues, quotations, illustrations, drawings and specifications are believed to be correct as to weights, dimensions, capacity, performance and otherwise although the drawings are intended as a guide only and may not be to scale. Any error or mis-statement found therein shall not annul the sale or entitle the Customer to be discharged from the contract or to make a claim in respect thereof. Notwithstanding the foregoing the Customer shall not be obliged to accept any Goods which differ substantially in any of the above mentioned respects from the Goods agreed to be sold if the Customer shows that he will be prejudiced by reason of such difference. The Company reserves the right to modify, alter and improve designs at any time without prior notice.
- 7 Where the Customer is a consumer as defined by Section 6 (2) of the Unfair Contract Terms Act 1977 the Customer's statutory rights are not affected by provisions contained herein.
- 8 Any Goods considered short delivered, damaged, or non delivered must be notified in writing with a copy of our delivery note within 10 days of despatch date.
- 9 Price queries must be notified in writing with a copy of our invoice within 10 days of date on invoice.
- 10 No Goods to be returned without prior agreement.
- 11 Returned Goods are subject to a 15% handling charge and rework charge, where applicable.
- 12 Where Goods are special products these are non refundable unless by special agreement.
- 13 Any delivery dates specified for Goods are estimates and are not guaranteed.
- 14 The liability of the Company in respect of defects in the Goods or for breach of contract shall be limited, at the option of the Company, to replacement of defective Goods or refund of the price of the Goods. Under no circumstances will the company be liable for loss of profits or any other consequential loss.
- 15 The contract shall be governed by and interpreted according to the Law of England.
16. Unless otherwise agreed, the following terms apply to overseas customers:
 - Terms of delivery: Ex-Works (Incoterms 2000)
 - Terms of payment: Prepayment or Irrevocable Letter of Credit at sight.
 - Payment in £ Sterling. Method of payment is by agreement.
 - Trodat (UK) Limited bank details available on request.