

Terms and Conditions

Our Ref: TCJUL2013



BARCO SALES LTD
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In these Terms and Conditions of Business the following expressions shall have the following meanings :

- "The Company" shall mean Barco Sales Ltd.
"The Purchaser" shall mean the person, firm or company to whom the invoice is addressed.
"Goods" shall mean the goods supplied by the Company to the Purchaser.

Standard Conditions of Sale: Unless otherwise expressly agreed in writing by a Director or the Secretary of the Company, all quotations are made and orders accepted by us subject to the following printed conditions to the exclusion of any terms and conditions introduced by the Purchaser and in replacement of any earlier different sets of conditions appearing in the Company's catalogues or elsewhere. The Company reserves the right to vary these conditions of sale at any time not withstanding any prior course of dealing with the Purchaser.

1. Prices:
- (1) Unless otherwise agreed in writing all prices are exclusive of Value Added Tax
 - (2) Whilst every effort is made to maintain firm prices, orders are only accepted on the understanding that prices may be altered at any time prior to despatch to reflect any increase in manufacturing prices, duties, freight charges and insurances of premises relating to the Goods themselves.
 - (3) The Company reserves the right to not process any order under the value of £60 to be delivered on the Company's own vehicles, and on any orders under the value of £120 to be delivered by a separate carrier.
 - (4) Quotations issued by the Company are for the whole of the Goods referred to in them and the Company reserves the right to refuse acceptance of any order which relates to only part of the Goods forming the subject of a quotation. Quotations shall be available for acceptance to a maximum period of 90 days from the date of issue and may be withdrawn at any time by the Company prior to the Purchaser's acceptance by written or oral notice.
 - (5) Special orders, for Goods which are not held as a standard stock line, will only be accepted in writing and delivery periods from the manufacturer cannot be guaranteed. Any agreed discount on the standard stock ranges will not be applicable to special orders.
2. Terms of Payment:
- (1) Except where a credit or COD account has been extended to the Purchaser, payments should be paid in full when the order is placed.
 - (2) Payments made by credit card will incur an additional 2% handling charge. This does not apply to debit card transactions.
 - (3) COD account invoices are due for payment on delivery of the Goods.
 - (4) Credit account invoices are due for payment at the end of the month following that in which the invoice is dated. The Company reserves the right to withdraw these terms at any time. If payment is not received by the Company within one month of the due date in accordance with the condition, the Company reserves the right to charge interest on the amount of any delayed payment at the rate of 8% above base per calendar month on the outstanding amount until cash or cleared payment has been made in full (in accordance with the Late Payment of Commercial Debts (Interest) Act 1998)
 - (5) If the Purchaser shall fail to pay any monies properly due by the due date, the Purchaser shall lose the benefit of any previously agreed discount and the price of the Goods in respect of which payment has not been made by the due date shall be increased accordingly.
 - (6) If the Purchaser fails to pay on or before the due date, the Company will be entitled to pass the debt for collection.
3. Delivery:
- (1) Delivery takes place at the premises of the Purchaser, unless otherwise agreed.
 - (2) The Company reserves the right to make part delivery of any order and to invoice the Purchaser for the Goods despatched
 - (3) Any shortages must be reported in writing within 48 hours for goods delivered on the Company's own vehicles and within 72 hours for goods delivered by a separate carrier.
4. Cancellation:
- (1) Cancellation of any order, or part of an order, will only be accepted with the Company's prior consent.
 - (2) Cancellation of special orders will only be accepted in writing and can only be accepted prior to acknowledgement/acceptance by the manufacturer.
5. Risk in the Goods: The risk in the Goods shall only pass to the Purchaser or the carrier nominated by the Purchaser. Risk shall not pass at the same time as Property in the Goods, but shall pass at the time of delivery in accordance with the Company's terms.
6. Property in the Goods:
- (1) The property in the Goods shall not pass to the Purchaser until the Goods supplied by the Company to the Purchaser have been paid for in full (including interest where applicable).
 - (2) Until such time the property in the Goods passes to the Purchaser, the Company shall be entitled to re-delivery of the goods without thereby terminating the Purchaser's obligations hereunder. If the Company's Goods are not returned by the Purchaser, the Company is entitled to enter upon any premises of the Purchaser, or any other premises on which it is reasonably believed the Goods are being held for the purpose of repossessing said Goods. If the Company's Goods are no longer available, the Company has the right to claim Goods to the same value.
 - (3) From such time as the risk passes to the Purchaser under the terms of the contract (except where insurance shall already have been effect by or on behalf of the Purchase under the terms of carriage) the Purchaser shall maintain such insurance of the Goods as is normally maintained by the companies engaged in the business in which the Purchase is engaged.
7. Returns:
- (1) Goods may not be returned without the Company's prior written consent. Goods returned must be in perfect re-saleable condition in their original packing and the Purchaser must quote the invoice number on which the Goods were originally supplied.
 - (2) There will be a restocking charge of either 10% of the net invoice purchase price, or £15, whichever is greater, for this service. No return of any kind will be accepted after more than one month from the date of delivery.
 - (3) Return of special orders for restock will not be accepted under any circumstances.
8. Defects:
- (1) We recommend that thorough inspection of all Goods is made before a signature is given on our Delivery Note. No liability will be accepted by us for damaged or scratched goods once a signature has been given. In the event of any article supplied proving defective in material or workmanship, we undertake (at our option) to replace or repair such articles free of charge, which shall be the limit of the Company's liability, provided that the complaint is made within reasonable time after delivery (3 days). The Company shall be under no liability whatsoever for the cost of removing, refixing, or any consequential loss or damages, direct or indirect, of whatsoever nature. In case of Goods supplied but not manufactured by the Company, the customer can claim any warranty or guarantee the Company may have from the manufacturers. In no case is the Company liable for consequential damage, or reimbursement costs whatsoever of any kind. In all cases, the relevant Invoice/Delivery Note number must be given before any goods will be collected. Any goods returned to the Company, for whatever reason, that do not conform to the above conditions will be delivered back to the Purchaser and credit will not be passed.
 - (2) The Company reserves the right to repair or replace defective parts only, rather than replace the complete article.
 - (3) The Purchaser is not authorised to make replacement of the Company's products without prior written approval.

9. Displays:
- (1) Where a special price is obtained in return for the products being on display, the following conditions will also apply:
 - The display must satisfy all of the conditions laid down by the manufacturer:
 - The display must be in a retail setting which is manned, in premises open to the public between 9:00am and 5:00pm, on at least 5 days per week.
 - The display must be properly maintained for a minimum period, usually at least 12 months from the date it is first put on display to the public (not when it was delivered). After this period, the customer has the option of continuing with it, or selling it off.
 - (2) The product must be put on display within 8 weeks of delivery.
 - (3) Failure to comply with the above conditions will render the customer liable to the issue of a supplementary invoice, being the difference between the normal selling price and the special display price.
 - (4) When manufacturers offer a "cashback" incentive to display, the invoice for the full price is payable on the normal due date.
10. Force Majeure:
- (1) For the purposes of these terms the expression "force majeure" shall include any Act of God, war, terrorism, civil disturbance, requisitioning, governmental or parliamentary restriction, recommendation, prohibition or enactment of any kind, import or export restrictions and regulations, strikes, unfair industrial practice, trade disputes, difficulty in obtaining workmen or materials, breakdown of machinery, fire, accident, non-delivery by the Company's suppliers or any other cause whatsoever beyond the Company's control.
 - (2) The Company will not be liable for any direct or consequential loss whatsoever resulting from
 - (a) The Company being delayed in, or prevented from, making delivery owing to the force majeure: or
 - (b) Damage to or destruction of the whole or part of the goods resulting from force majeure.
11. Confidential Information and Intellectual Property Rights:
- (1) All drawings, documents, catalogues and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company.
 - (2) The Purchaser will not, without the written consent of the Company, either give away, loan, exhibit or sell any such information or extracts there from, or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.
12. Insolvency:
- In the Event of a receiver or manager or a receiver and manager being appointed over any assets of the Purchaser or the Purchasers entering into any arrangement or composition with the Purchaser's creditors or if where the Purchaser is an individual or partnership firm that individual or any partner of that firm shall commit an act of bankruptcy or shall in Scotland become Notour bankrupt or be sequestrated or if where the Purchaser is a corporation it shall go into Liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or any of its creditors applies or is entitled to apply for it to be wound up by the Court then the Company shall be at liberty forthwith to cancel or suspend the contract without incurring any liability for the direct or consequential loss resulting there from and such suspension or cancellation shall be without prejudice to the Company's right to recover all sums in respect of Goods and instalments delivered and cost incurred to date of cancellation.
13. Indemnification:
- In the event that the Company has to meet any claims for damages or loss to third parties (including any servants or agents of the Purchaser) which relate in any way whatsoever to the Goods then, and without prejudice to Clause 7 and 9 hereof, the Purchaser shall at all times fully indemnify the Company against any such loss or damage.
14. Warranties:
- All warranties and conditions (including those of fitness, quality and merchantability, but with the exception of the implied warranty as to title), and whether express or implied by common law or status or otherwise and whether the sale is by way of sample or description or otherwise in respect of the goods sold are expressly excluded, however the Purchaser shall be entitled to the benefit (so far as it can be transmitted to the Purchaser and is compatible with these conditions) of any warranty or condition given by the manufacturers of the Goods sold, provided however that this shall not be deemed to give rise to any contractual obligation on the Company's part.
15. Representations:
- Any representation by any representative or agent of the Company in respect of the Goods or as to delivery dates shall not (unless confirmed in writing as foresaid) be binding on the Company and shall not be treated as contractual.
16. Technical Advice:
- Although not qualified to do so the Company may at the request of the Purchaser (without being under any obligation to do so) furnish technical advice or assistance with reference to the use, repair or installation of any Goods sold by it but the same is furnished or given on the express understanding that is accepted as an expression of opinion in respect of which the company and its staff have no specific relevant expertise or qualification and is therefore used or heeded at the Purchaser's risk and the Company shall not be liable for any loss or damage or any claims of whatsoever nature arising directly or indirectly out of the Purchaser's use or application of such advice or assistance.
17. Assignment:
- The contract is between the Company and the Purchaser as principles and under no circumstances shall the Purchaser assign the benefit or burden of it without the prior written consent of the Company. The Company shall be entitled to assign the whole or part of its obligations under the contract.
18. Severability:
- In the event of any provision of these conditions being or becoming void in whole or in part the other provisions of these conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these conditions.
19. Legal Construction:
- The contract shall be governed and interpreted exclusively according to the law of England and shall be subject to the jurisdictions of the English Court only, and all sales subject to them shall be deemed to have been made in England.
20. E. & O.E:
- Any clerical calculating or typographical errors shall be subject to correction.

The following terms and conditions supersede any other conditions previously issued. Please read them carefully because they form a legal agreement between you and Barco Sales Ltd in relation to your purchase of any Products or Services. Further copies can be obtained by contacting our Finance Department on 01707 387940 or visible via our website www.barco.net by clicking on the terms and conditions link.