

Grange Marketing (UK) Ltd

Terms and Conditions of Sale

Definitions

“The Seller” means **Grange Marketing (UK) Ltd** abbreviated after this to **GM (UK)**.

“The Buyer” means the person, firm or company to whom goods are supplied, subject to these Conditions.

“The Goods” means the items, Goods or materials supplied by the Seller to the Buyer subject to these Conditions.

“The Contract” means any agreement for the ordering and purchase of Goods by the Buyer.

All sales made by GM (UK) are made on the following conditions of sale. No variation of these conditions of sale or any terms supplied with any order form or other document provided by the Buyer will be binding on GM (UK), unless confirmed in writing by a Company Director of Grange Marketing (UK) Ltd or authorised agent acting on behalf of the Company.

The Buyer is responsible for deciding on the suitability of the goods offered for any particular purpose and for the consequences arising from modification of the goods at your request. As a result of continuing product development the specification or design of goods may vary.

Prices, Payment and Title

GM (UK) reserves the right to change prices. All goods are subject to availability. Unless otherwise agreed, payment is required prior to delivery of the goods. GM (UK) accepts payment by either cash or cheque. Credit card payment is only accepted with prior arrangements for Trade settlement of accounts or supplies. Pro-forma invoicing may be applied to newly opened accounts and is always subject to credit status. Where GM (UK) agrees to issue an invoice, payment is due within 30 days of the invoice date. If the Buyer wishes to open a credit account with GM (UK), please ask for details. Accounts are subject to business status and credit searches.

For as long as any amount remains outstanding for goods supplied and unpaid to GM (UK), title to the goods will remain with GM(UK) and will not pass to the Buyer until GM(UK) has received payment in full, including any interest due in accordance with the next paragraph.

All invoices are due 30 days from date of invoice and a Surcharge may be applied on the unpaid balance at the rate of 5% above Bank Base rate - per month.

Delivery and Risk

Goods held in our warehouse can be delivered the next working day by a National carrier service. A small surcharge may be applied for this service and is subject to order value. Many areas are serviced by our own van delivery service once per week, depending on the customer area location. Alternatively goods can be collected from our warehouse, please ask for details. Risk of loss or damage to the goods shall pass to the Buyer upon delivery. Claims for damage to goods must be notified to GM (UK) within 48 hours of delivery.

GM (UK) will not accept the return of goods without a returns authorisation number. If goods are to be returned, please contact our Customer Services Department. Where goods have been specially ordered for the Buyer, GM (UK) cannot accept cancellation of the order and such goods cannot be returned unless due to manufacturing defects. Goods, which have been raised and delivered correctly, but returned to our stock due to customer error, will be subjected to a returns surcharge of 20% to cover relocating **Goods In** and **administration charges**.

It is the Buyers responsibility before signing for receipt of goods, to ensure that the total outer/units received are correct. Any shortages in respect of invoice/delivery notes must be notified to GM (UK) and made within 24 hours of delivery.