



www.cadnetsolutions.net



Cadnet Solutions Limited
Nortex Business Complex
105 Chorley Old Road
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Tel 01204 846846
Fax 01204 841441
sales@cadnetsolutions.net

CADNET SOLUTION LIMITED TERMS AND CONDITIONS (GENERAL)

All orders for goods accepted by CADNET SOLUTIONS LIMITED ("the Vendor") are accepted subject to the following conditions which shall form part of and govern the contract of sale. Acceptance of goods shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a Purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the Vendor has authority to vary these conditions unless accepted in writing by a Director of CADNET SOLUTIONS LIMITED hereinafter referred to as "a Director".

1 - Payment and Price

- (a) The Vendor reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the Purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer.
- (b) All invoices are due for payment on the date shown on the invoice. Payment is to be made in sterling unless otherwise agreed in writing by a Director.
- (c) All overdue accounts will be charged, on a daily basis, commercial interest at 5% above the base rate of the Royal Bank of Scotland obtaining at the time.
- (d) Deposit payments are none refundable once work had commenced on products or projects.

2 - Availability and Delivery

The Vendor will use its best endeavors to comply with the date named for dispatch or delivery which date is given and intended as an estimate only and is not to be of the essence of the contract. If owing to non-availability of the goods or any other causes beyond the Vendor's control, the Vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the Purchaser.

3 - Variation

Whilst the Vendor makes every effort to ensure that goods supplied correspond to in every respect the sample, specification or description provided, as the case may be, the Vendor is not responsible for minor variations in specification or in colour or other design features and no such minor variation shall entitle the Purchaser to rescind the contract or shall be the subject of any claim against the Vendor by the Purchaser.

4 - Property and Title

For so long as any amounts remain owing from the Purchaser to the Vendor (whether immediately due or not) title to the property of the goods shall remain in the Vendor and ownership will not pass to the Purchaser until the Vendor has received payment in full. In the event of the Purchaser reselling the goods, if the Vendor has not received all amounts owing to it, the Purchaser shall account to the Vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust for the Vendor until the Vendor has received such amounts in full. The Vendor shall have the right to trace all proceeds. At any time after the due date for payment from the Purchaser to the Vendor, and so long as such amounts have not been received by the Vendor in full, the Vendor, at the Purchaser's expense, shall have an absolute right to enter the Purchaser's premises and remove therefrom all goods which remain the property of the Vendor.



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5 - Claims

- (a) No liability for any claim for damage or non-functionality shall be accepted unless the Vendor is notified in writing by the Purchaser within seven days of delivery. This period may be extended at the sole discretion of the Vendor where the manufacturer's replacement policy exceeds this deadline.
- (b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless the Vendor is notified in writing by the Purchaser within seven days of delivery.
- (c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the delivery note unless the Vendor is notified in writing by the Purchaser within seven days of delivery and the onus is on the Purchaser to prove any shortage.
- (d) In the case of active third-party on-site maintenance contracts, the Purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 5(a).
- (e) In the case of manufacturers who operate direct product support and returns procedures, the Purchaser accepts an obligation to process their claim directly through the manufacturer.

6 - Guarantee

The Purchaser shall, unless otherwise agreed in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.

7 - Returned Goods

- (a) The Vendor will not accept goods for credit or rectification unless such return has been authorised by a Director, and the goods are received by the Vendor in stock condition, with original packaging and the Vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The Vendor reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition.
- (b) The Purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the Purchaser to the Vendor for service or credit which goods shall be at the risk of the Purchaser until actual receipt of the goods by the Vendor. The onus of proof of safe delivery shall rest with the Purchaser.
- (c) All items returned to the Vendor by pre-arrangement and found to contain no fault, will be subject to a 25% restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the Vendor.
- (d) No credit shall be allowed for goods until they have been received complete.

8 - Consequential Loss

The extent of the Vendor's liability to the Purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the Vendor shall in no circumstances whatsoever be liable to the Purchaser in respect of any loss or damage whether suffered by the Purchaser or any customer of the Purchaser and whether direct, indirect, consequential, or however else arising.

9 – Law

- (a) If for any reason any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.
- (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law.
- (c) In respect of consumer sales only, statutory rights are unaffected by these terms and conditions.



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PAYMENT

The Vendor accepts payment only as follows:

Cash	Sterling currency tendered in person. Do not send cash through the post or by carrier.
Postal/Money Order	Only UK Sterling Postal Orders accepted. Please cross the order with the words A/C PAYEE ONLY.
Cheques	Orders paid by cheque, will not be dispatched until the cheque has cleared, for which up to 14 days should be allowed. Personal cheques may be cleared immediately provided a valid cheque guarantee card number and expiry date are written on the reverse of the cheque. Business cheques may be subject to a surcharge for immediate clearance. A Building Society or Bankers draft will be cleared immediately provided it is presented during banking hours. Foreign cheques must be drawn on a UK bank in Sterling, otherwise further charges may be made.
Bank Transfer	We can accept CHAPS and BACS transfer. Please contact our accounts department if you have any queries on paying by this method.
Credit Terms	Credit may be extended subject to status. Our normal terms are 30 days from date of invoice or supply. All credit orders must be in writing, using wherever appropriate, the official stationary of the customer. We reserve the right to surcharge for credit orders.
Contra Arrangement	Exchange of goods or services can only be used to settle invoices by the express written permission of the Vendor.