

General Terms and Conditions of Sale



General

1. In these Terms & Conditions: **We** or **us** means IPC - a division of Hamilton Villiers Ltd (company number 10043536); **You** means the party ordering the goods (the Seller and Buyer each being a **party** and together being the **parties**); **Contract** means the contract for the purchase and sale of Goods; and **Goods** means the goods (including any instalment of goods or any parts of them) which the Seller is to supply in accordance with these Terms and Conditions (**Conditions**).
2. These Conditions shall apply to all Contracts entered into by the Seller to the exclusion of any other terms and all orders from the Buyer are accepted subject to these Conditions. They supersede any previously issued terms and conditions of purchase or supply. Unless expressly agreed in writing by an authorized representative of the Seller, any alteration to these conditions will not apply.
3. Only English Law will govern the construction, validity and performance of these Conditions and the English Courts will have exclusive jurisdiction. The interpretation of any clause will not in any way be limited or restricted by reference to or inference from any other clause. Should any clause be found unreasonable or unenforceable according to its terms this shall not affect any other clause.

Prices and Payment

4. Goods bought must be paid for in full without deduction or set off within 30 days of the date of each invoice, unless other credit terms were agreed by the Parties prior to the receipt of Goods. We are entitled to set and vary any credit limits from time to time and withhold all further supplies of Goods if you exceed any such credit limit.
5. We accept payment by bank transfer, cheque and some debit and credit cards.
6. All prices are quoted exclusive of Value Added Tax (VAT). VAT will be added to all invoices at the rate applicable on the tax point date for you to pay. The tax point date will be the date of the invoice.
7. We may increase the price for any of the Goods at any time by giving you not less than 15 days' notice in writing, provided that the increase does not exceed 10% of the price in effect immediately prior to the increase.
8. Notwithstanding clause 7, we may increase the price for any of the Goods with immediate effect by written notice to you where there is an increase in the direct cost to us of supplying the Goods which exceeds 10% and which is due to any factor beyond our control.
9. Time of payment is of the essence. Under the Late Payment of Commercial Debts Regulations 2002, the Seller may exercise its statutory right to charge interest and an administrative charge on all overdue invoices.
10. We will be entitled to sue you for any outstanding monies and our costs incurred whether or not property in the Goods has passed to you.
11. If you have any dispute or counterclaim against us, you will not be entitled to make any reduction in, or deferment of payment because of that dispute or counterclaim.

Delivery

12. We charge for all deliveries. Standard delivery is to a suitable ground floor reception or store area. Please notify us in advance if you have a special delivery requirement, as there may be an additional charge.
13. Time is not of the essence in relation to the delivery of the Goods. We will use our reasonable endeavors to deliver an order within the agreed period, but we cannot be held liable for any loss caused by late delivery. If we do deliver late to you, you are not entitled to regard this as a breach of contract. We may deliver the Goods in installments. Any delay in delivery of one installment or defect in an installment shall not entitle you to cancel any other installment.
14. Goods are delivered to the address supplied by you. Each delivery shall be accompanied by a delivery note. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts at the delivery address.
15. If we or any agent/carrier on our behalf, cannot deliver to the delivery address then we may, either store the goods and deliver them at a later date. You shall pay our storage and insurance charges.
16. If Goods arrive damaged or the order is incomplete or incorrect when you open the packaging/containers then, you must tell our Customer Services Department within 24 hours' time limit and to the telephone number specified on the top of your delivery note for the Goods.
17. After delivery you are solely responsible for protecting the Goods against loss or damage.

Cancelling Orders

18. You cannot cancel an order for Goods once we have accepted it, unless this is agreed in writing with a senior member of our company

Warranty

19. The Seller warrants that the Goods will correspond with their specification at the time of delivery. Save as may otherwise be expressly agreed, the Seller gives no further warranty and save where the Goods are sold to a person dealing as the consumer within the meaning of the Unfair Contract Terms Act 1977, the Unfair Contract Terms in Consumer Contracts Regulations and the Consumer Rights Act 2015, all other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Return of Goods

20. Generally, except for warranty claims we will not arrange collection of goods other than in cases where they were damaged in transit, delivered as a result of our error, or incorrect items delivered.
21. All returns must be authorised by us and require a Goods Inward Authorisation code from our Customer Services Department.
22. All authorised returns must be in their original packaging and in a re-saleable condition. You should retain a copy of your agent's/carrier's collection note.

Material Safety Data Sheets/Information

23. Material Safety Data Sheets are attached to the product packaging or will be covered by the appropriate literature enclosed with the Goods on despatch. Please contact our Customer Services Department immediately if your order does not contain details for the Goods you have ordered.
24. Neither Party seeks to limit any liability which it may have arising out of or in connection with these Conditions or the Contract in respect of death or personal injury or fraudulent misrepresentation.
25. Subject to clause 21, in no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of the Goods and our total liability in respect of any one event or series of connected events shall not exceed the sums payable to the Seller for the Goods.

Indemnity and Insurance

26. You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under the Contract.
27. You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under the Contract.

Termination

28. We may terminate the Contract or any other contract we have with you at any time by giving notice in writing to you if you commit a material breach of the Contract and the breach is not remediable or if you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within [30] days of our giving you notice that the payment is overdue.
29. We may also terminate the Contract at any time by giving notice in writing to you if you become unable to pay your debts, become insolvent or subject to a winding up petition.
30. Termination of the Contract shall not affect any of our accrued rights at any time up to the date of termination.

Force Majeure

31. We reserve the right to cancel an order, or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of: - war, (whether declared or not) civil strife, riots, adverse weather conditions, fire flood, labour dispute, accidents or any other causes or circumstances beyond our control.

Telephone Calls

32. We may monitor and may record telephone calls for quality assurance and training purposes.

Data and Privacy

33. Any of your personal data shall be held by us in accordance with the terms of our Privacy and Data Protection Policy.