

Sortimo International Limited Terms and Conditions

14-17 Ravenhurst Court, Birchwood, Warrington, WA3 6PN

Unless otherwise agreed and in writing in advance, these conditions of sale, goods return and payment terms are relative to transactions conducted between Sortimo International Limited and customers based in the United Kingdom and the Channel Islands.

Contract of Sale Formation

No contract shall be considered to be formalised until a written identifiable order is placed by the purchaser and accepted by Sortimo International Limited. The purchaser shall be deemed thereafter to have contracted under these conditions. Any other conditions, warranties and representations whatsoever made either orally or in writing given expressly or implied shall be excluded from these terms and conditions unless agreed, in advance, and in writing, by Sortimo International Limited.

Cancellation

In the event of a purchaser cancelling a contract with Sortimo International Limited after placing their purchase order and prior to the delivery of goods, then Sortimo International Limited reserve the right to levy a charge of up to 25% (twenty five per cent) of the full amount of the contract. Any alterations, modification or variation of a written order under the terms and conditions of this contract may only be accepted by Sortimo International Limited when effected in writing and in advance and with any charges resulting from such alterations, modification or variation being levied for the account of the purchaser.

Price

All prices exclude delivery charges and VAT and are correct at the time of the making of the contract with the purchaser. Sortimo International Limited reserves the right to modify prices.

Delivery

Sortimo International Limited reserves the right to make deliveries by installments. Delay in delivery or other default of any delivery installments shall not relieve the purchaser of their obligation to accept and pay for the remaining delivery under the contract. All claims for non-delivery shall be deemed null and void unless they are presented to Sortimo International Limited within THREE DAYS of the intended delivery date for each shipment. All claims shall be in writing and delivered by facsimile, letter post, courier or other agreed acceptable means. Sortimo International Limited reserves the right to require the purchaser to take delivery of the goods or services at the agreed time or where goods cannot be accepted at these times, then to render invoices for goods and any ancillary costs at that time. Payment for all goods and services shall be made to Sortimo International Limited within 30 days of the invoice date, where formal credit arrangements have been previously agreed. Unless otherwise agreed in writing and in advance, payment is required with cleared funds prior to delivery of the goods ordered under contract.

Payment Terms

Sortimo International Limited accepts payment by cheque, bank transfer or approved company debit or procurement card within the terms of settlement agreed with the customer. Where formal credit arrangements have been applied for and approved by Sortimo International Limited, invoices will be dated as at the date of shipment and settlement will be made within 30 days following the invoice date. Sortimo International Limited reserves the right to charge interest at the rate of 2% per month from the date of the Invoice until payment is made where settlement is overdue according to these terms.

Credit Arrangements

Customers wishing to apply to Sortimo International Limited for credit arrangements should do so through the careful completion of a formal credit application by a responsible company representative. The credit application form can be obtained from the above address. These applications must be completed and acknowledged by Sortimo International Limited before any credit facility may be operated. The approval of such a facility by Sortimo International Limited is a prima facie acknowledgement by the customer that settlement will be within the 30 day terms stated.

In Transit Damage

Unless otherwise specifically agreed in writing and in advance by both parties all risk of loss or damage to the goods from whatever cause arising shall be borne by the Purchaser from the time of delivery to the common carrier. The Purchaser MUST inspect the product immediately upon receipt. If it or any part of it does not operate properly owing to damage in shipment a claim must be filed together with a full report of the damage and forwarded to Sortimo International Limited. This must be done within 72 HOURS OF RECEIPT. The forwarding of a copy of the claim to Sortimo International Limited shall be for information purposes only and shall not in any way be interpreted as an assumption of responsibility by Sortimo International Limited or those of its agents for any risks in shipment. All freight charges to and from Sortimo International Limited's premises shall be the sole responsibility of the Purchaser unless otherwise agreed in writing and in advance.

Warranty

Any warranty applicable to products sold by Sortimo International Limited must be in writing and agreed with the purchaser at the time of order.

Credit for Returned Products

No products may be returned for credit unless agreed by Sortimo International Limited in writing and in advance, and any credit, if granted (in the absolute discretion of Sortimo International Limited), will be subject to the deduction of handling charges, cancellation charges (paragraph number 2) and to adjustment depending on the condition of the products returned. The amount of such reduction or adjustment to be determined by Sortimo International Limited in its absolute discretion. The responsibility for any damage to returned products during transit lies with the Purchaser. Goods returned for any reason must be despatched by the customer within SEVEN DAYS of receipt of the goods by them, according to the date and time of original proof of delivery notice. Any returns after seven days may not be credited according to the decision of Sortimo International Limited. In accordance with those terms and conditions, the customer accepts the delay in returning goods for refund may invalidate any credit being given by Sortimo International Limited.

LEGIBLY SIGNED PROOF OF COLLECTION OF GOODS REQUESTED FOR RETURN MUST BE FAXED THROUGH TO 01722 320831, FAO CUSTOMER SERVICES. Without the above proof of collection returns and subsequent credits cannot be processed. Authorised return of products exclude special offers, individual configurations.

Credit for Returned Products (continued..)

These procedures are provided so that returns and credits might be dealt with efficiently and in accordance with the customer care policy of Sortimo International Ltd. Failure by the customer to adhere to these procedures and those listed on page 7 of this catalogue may invalidate claims that are not in compliance. In any circumstance when replacement goods are delivered by Sortimo International Ltd and accepted by the customer with or without a proof of delivery. Then the customer shall be responsible for payment due in accordance with these terms and conditions. Whether or not the goods are delivered under the original or a replacement customer order for the goods so replaced. All statutory rights are observed.

Liability

All shipping dates provided are approximate and are based upon prompt receipt of all necessary information from the Purchaser. Sortimo International Limited shall not be liable for any delay including delivery or failure to manufacture due to Acts of God, acts or defaults of the Purchaser, or source of supply or acts of Civil Disobedience or Military Authority, or any other cause beyond Sortimo International Limited's reasonable control. In the event of any such delay arising from any one or more of the reasons provided herein the sole and exclusive remedy of the Purchaser shall be to extend the date of delivery for a period equal to the time lost by reason of delay. Sortimo International Limited shall not be liable for and the Purchaser shall indemnify Sortimo International Limited against any claim for loss or damage sustained by third parties caused by Sortimo International Limited products whilst in the possession of the Purchaser.

Technical Advice

Sortimo International Limited does not accept responsibility for the specific purposes in which the product is applied including but not limited to compatibility with other products. TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY SORTIMO INTERNATIONAL LIMITED OR BY ANY REPRESENTATIVE OF SORTIMO INTERNATIONAL LIMITED CONCERNING ANY USE OR APPLICATIONS OF ANY SORTIMO INTERNATIONAL LIMITED PRODUCT FURNISHED UNDER THIS CONTRACT IS BELIEVED TO BE RELIABLE BUT SORTIMO INTERNATIONAL LIMITED MAKES NO WARRANTY EXPRESSED OR IMPLIED IN REGARD THERETO NOR DOES SORTIMO INTERNATIONAL LIMITED IN ANY WAY REPRESENT THE RESULTS, WHICH WILL BE OBTAINED BY INTEGRATING ITS PRODUCTS WITH PRODUCTS MANUFACTURED BY OTHER COMPANIES. The application and use of the product is the total responsibility of the purchaser.

Default of Payment

The property in the products shall remain in Sortimo International Limited until all monies due to Sortimo International Limited in respect therefore have been paid. Should the Purchaser default any payment due under any contract Sortimo International Limited has the right without prejudice to recover and remove from the Purchaser's premises the products to which the default refers. The same shall also apply should the Purchaser become bankrupt or insolvent or have a receiving order made against them or compound with their creditors or carry on their business under a Receiver for the benefit of their creditors. Any costs of such reclamations shall be for the account of the purchaser.

Alterations, Modifications and Variations

No Alterations, Modifications or Variations of these Conditions of Sale, Return and Payment Terms shall be effective or valid unless noted herein or contained in a separate written document approved by Sortimo International Limited. OTHER STATEMENTS OF ACTION BY SALESMEN REPRESENTATIVES OR OTHERS SHALL NOT BE VALID AND UNTIL SO WRITTEN AND ACCEPTED. WHERE A FIXED PRICE IS AGREED, THE CUSTOMER MUST OBTAIN SORTIMO INTERNATIONAL LIMITED ORDER ACKNOWLEDGEMENT AS NO RE-NEGOTIATION, RETURNS OR CREDIT WILL BE PROCESSED WITHOUT THIS DOCUMENT.

Severability

If, and to the extent that, any of the terms and conditions of the contract shall be determined by a court of law to be invalid, unlawful or unenforceable such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

Law

This contract shall be subject to the laws of England and construed in all respects as an English contract. If these conditions of sale are being provided as part of a quotation the quotation shall only be valid for 30 DAYS, or less if stated otherwise within the quotation itself, from the date it is provided to any prospective customer. Thereafter the quotation shall be reconfirmed or renewed since it shall otherwise become null and void after that time.

Statutory Rights

Your statutory rights are protected according to law. All errors and omissions excepted.