

## TERMS AND CONDITIONS OF BUSINESS



All orders are accepted subject to our terms of business as set out below:

- 1 All quotations given and contracts of sale made by Svaja International Limited (the Company) shall be deemed to incorporate all these Terms & Conditions which shall prevail over and take the place of any other terms and conditions in any purchase order or any other document or communication from the party with whom we are dealing ("the customer"). No other agreement reservation promise undertaking or understanding of any kind shall form part alter vary supersede or operate as a waiver to the Terms & Conditions of Business unless expressly made by a Director of the Company in writing.
- 2 All prices quoted in our price lists leaflets and other advertising materials are subject to alteration without prior notice and at any time.
- 3 All glass items are mouth blown by craftsmen and therefore small imperfections, variances in size. colour and shape are a feature of the production process and will not be viewed as faults. Material faults and quality issues must be raised in writing within 48 hours of delivery and replacement, refund or any other action taken by us is at our sole discretion.
- 4 All prices (including delivery charge) are subject to VAT where applicable and any other tax or duty imposed on the sale of goods from time to time.
- 5 **Carriage Charges** - All prices shown are ex-warehouse and carriage charges are based on the order value excluding VAT (where applicable).

Invoice Value ex vat	England, Wales and Scotland	Highlands & Islands	Northern Ireland, IOM & Eire	Other
£600 and over	FOC	£30	£50	Contact for details
Under £600*	£40	£60	£80	Contact for details

\*For orders that may be sent by courier lower fees may apply

- 6 Claims in respect of missing or damaged merchandise must be made by telephone, quoting the invoice number and followed-up in writing within 48 hours from acceptance of delivery.
- 7 Claims made or notified to us outside periods specified in 6 above will not be considered.
- 8 Quoted delivery dates are a guide only and the Company cannot be held responsible for any consequential loss caused by any such delay
- 9 The requested delivery date as written on the order form shall be deemed as the date that you require delivery of the goods, where none is written it will be assumed that the required date of delivery is the first date that the goods are available for shipment by the Company. Failure to accept delivery of the goods on an agreed date following this date (as agreed in writing) will incur a penalty surcharge of 3% per month of the invoice value until delivered and paid for in full. In the event that delivery is delayed by you without agreement by the Company for whatever reason, including the delay caused by non payment of the pro forma invoice (where issued) the Company may at its' sole discretion invoke the penalty under clause 10 below
- 10 The Company will not be liable for any delay in delivery non-delivery or damage to goods by reason of any act of God Government Orders strikes war or any other circumstance beyond our control.
- 11 Cancellation of any order will carry a charge of 20% of the invoice value (inc vat taxes where applicable) and in addition the Company may at it's sole discretion charge administration and legal fees pertaining. In the event that cancellation occurs after dispatch for delivery orders returned without the Company's consent would be subject to a charge of 30% of the invoice value.
- 12 Whilst every attempt is made to complete shipments in one delivery, the Company reserves the right to make part deliveries. The Company may deliver by instalments in such quantities as it may reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle the Customer to cancel any subsequent instalments or repudiate this contract as a whole.
- 13 If stocks of an ordered item have been exhausted, the customer's orders may be held at our sole discretion pending our obtaining new stocks for delivery as soon as possible.
- 14 All accounts must be paid on pro forma invoice unless previously agreed in writing. Unpaid accounts may be subject at the Company's sole discretion to an interest charge at 3% per month.
- 15 On delivery all risks in connection to the goods shall pass to the customer. However title shall remain with the Company until the invoice has been paid in full for all items delivered.
- 16 Until cleared funds are received by the Company the customer must retain the goods as bailee to our order and must store the goods separately and properly and in such a way that they are clearly designated the property of the Company.
- 17 The customer's right to retain possession of the goods supplied pending payment shall cease if and when the customer (being a company) shall have a receiver appointed or it shall pass a resolution or have a partition against it to wind it up or have a an Order of the Court made against it to any such effect a Receiving Order is made or other bankruptcy proceeding are commenced against the customer or the customer shall enter into an agreement or any composition with its' creditors. In any such event and also in the event that the customer shall fail to make payment in full on the due dates for all goods supplied by us we shall have the license and authority to enter any premises at which our goods are stored or believe to be stored and retake possession of such goods for which payment has not been made. Before payment has been made in full for all goods supplied, the customer may only agree to sell them to a third party subject to the express condition that the customer sells them as agent and bailee of the Company and the proceeds of sale are kept separate and identifiable and are held on trust for the Company. In the event that the customer does not receive the sale proceeds the customer will assign to the Company all rights against the third party to whom the goods have been supplied.
- 18 This contract shall be construed according to the Laws of England and shall be subject to the jurisdiction of the English Courts and any such dispute will be heard only in English Courts.