



**TERMS & CONDITIONS OF SALE**

**Unless otherwise agreed in writing these conditions constitute conditions upon**

**1) Terms of Payment**

The title in the products listed shall not pass until payment has been received in full. B.I.T.S reserve the right to enter premises to recover any product not paid for. Interest will be applied at 2% pcm on amounts after the first month following due date. B.I.T.S reserves the right to contra sale/credit accounts where applicable. We reserve the right to make a charge to cover costs and administration for cheques returned by the bank.

**2) Acceptance and Risk**

Unless the purchaser notifies the vendor forthwith in writing the purchaser will be deemed to accept the goods immediately on physical possession of the goods. Risk passes with physical possession.

**3) Title / Property**

Title in the goods does not pass until full payment has been received. Until such time as full payment is received the purchase is to be the vendor's agent in respect of the goods and will have a fiduciary duty to account for any monies received or debt created on the further sale of the goods supplied, whether as a separately identifiable item or as part of another product sold or disposed of by the original purchaser of the goods. Further if payment is not received and the purchaser should be wound up or a receiver appointed over the whole or part of the purchasers undertaking or an execution or distress levied against the purchaser the vendor shall be entitled to enter and repossess or trace the goods or proceeds of the sale in the hands of any liquidator or receiver.

**4) Description**

Whilst every endeavor has been made to ensure that the goods are accurately described and believed to be fit for the purposes mentioned in the vendors catalogues, wall charts etc, no warranty or representation to this effect is given, either expressly or by implication, and no responsibility will be accepted in the event of any error or miss-description or any such unfitness or any damage resulting there from.

**5) Prices**

Unless otherwise stated in writing all prices offered for sale, howsoever such price may be stated may be subject to alteration without notification any time prior to the physical possession of goods passing to the purchaser.

**6) Waiver**

No waiver in respect of any breach of any terms of these "conditions of sale" shall operate as a waiver in respect of any subsequent breach.

**7) Purchaser's Terms and Conditions**

Notwithstanding that an order form or other document whereby the purchaser makes its offer may contain or refer to printed terms or conditions inconsistent with or differing from these "conditions of sale", such order form or other document shall be deemed to constitute an unqualified acceptance of these "conditions of sale" which shall apply to the exclusivity of any other such printed terms or conditions. Performance of the conditions shall be on these "conditions of sale".

**8) Interpretation & Amendment**

This contract shall be governed by the laws of England, N. Ireland and cannot be amended, altered or added to other than in writing under the hand of the company secretary.

**I Hereby agree to these terms & conditions**

**X Applicant Signature ..... X**