CONDITIONS OF SALE – version 1st September 2014

1. Definitions

In these conditions the seller is Invisible Connections Limited. The Buyer means the person contracting with the Seller whether directly or through an Agent.

2. Seller's Conditions to prevail

Unless otherwise agreed in writing by the Seller these Conditions of Sale which supersede any earlier sets of Conditions appearing in the Seller's catalogues, price lists or elsewhere shall override any terms or conditions stipulated, incorporated or referred to by the Buyer whether in the order or in any negotiations preceding the formation of the contract. In the event of the Buyer's Conditions containing a clause which is inconsistent with or which purports to exclude the Seller's Conditions, or which purports to provide that the delivery of any goods or the commencement of any work by the Seller on a contract for the Buyer shall constitute acceptance of the Buyer's Conditions, such clause or clauses shall be of no effect and the Seller's Conditions of Sale shall prevail.

3. Acceptance of Orders

Quotations do not constitute an offer by the Seller to supply the goods or carry out the work referred to therein, and all quotations are subject to confirmation in writing by the Seller on receipt of the order from the Buyer.
Engagements made by the Seller's servants or agents are only valid when confirmed in writing by the Seller.

4. Quality

No guarantee warranty condition description or representation on the part of the Seller is given or implied by these Conditions nor is any guarantee warranty condition description or representation to be taken to have been given or implied from anything said or written in the negotiations between the parties of their representatives prior to this Agreement and any statutory or other guarantee warranty condition or description express or implied as to the state quality or fitness of the goods for any particular purpose or for use under any specific conditions is hereby expressly excluded.

5. Samples

Notwithstanding that a sample of the goods be exhibited to and inspected by the Buyer, such sample is so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk, and not so as to constitute a sale by sample. The Buyer shall take the goods at his own risk as to their corresponding with the said sample.

6. Liability for Consequential Loss

The Seller shall not be responsible for damage, injury or loss of any kind whatsoever to any property or persons or animals whether of the Buyer or of any third party caused by or arising from or attributable whether directly or indirectly to the installation or use of the goods supplied, and whether or not occasioned by reason of the negligence of the Seller, its servants or agents.

7. Replacement of Defective Goods

The Buyer shall inspect all goods supplied by the Seller immediately after delivery and shall within 7 days from such inspection give notice in writing to the Seller of any matter or thing by reason whereof he alleges that the goods are not in accordance with the contract. If the Buyer shall fail to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for the same accordingly.
The Seller will replace at the place of delivery any goods which are proved within 7 days of delivery to be not in accordance with the express terms of the contract provided that the Seller shall not be liable to replace any goods unless it shall have been given the opportunity by the Buyer to inspect the goods and to have reasonably satisfied itself that such goods are not in accordance with the contract as aforesaid. Defects in quality, quantity or dimensions of any goods supplied shall not under any circumstances be grounds for the cancellation, termination or repudiation of the contract by the Buyer of for a claim in damages. Any testing or inspection of the goods by the Buyer must take place before the goods are utilised in any way and any such use will be deemed acceptance of the goods by the Buyer. Replacement of goods as above shall constitute the limit of the Seller's responsibility and liability in respect thereof.

8. Price

The Seller's prices are subject to alteration without notice. Goods will be invoiced at the prices ruling at the date of despatch and the Seller will be entitled to charge Value Added Tax at the rate prescribed at the date of invoicing or any other tax or duty based on or related to the supply of goods (whether or not included in the quotation or invoice) for which it may be liable in respect of any contract. The prices shall be exclusive of the costs of freight and carriage unless otherwise stated.

9. Payment

All prices quoted are strictly net. Accounts are due in the month following the month of despatch of the goods from the Seller's works unless specified otherwise by the Seller in writing.

10. Lien

The Seller shall in respect of all unpaid debts due from the Buyer under the same or any other contract have a general lien on all goods and property of the Buyer in its possession (although such goods or some of them may have been paid for) and shall alter the expiration of 14 days' notice to the Buyer be entitled to dispose of such goods and property, as it deems fit, and apply the proceeds towards such debts.

11. Retention of Title

Until the Seller has been paid in full for the goods comprised in this contract with the Buyer the goods comprised in this contract remain the property of the Seller (although the risk therein passes to the Buyer at the point specified in clause 17 hereof). Without prejudice to any other right that it may have under this contract, the Seller may recover those goods at any time from the Buyer in any of the events specified in clause 12 hereof; and for that purpose the Seller, its servants and Agents may enter upon any land or building upon which the goods are situated.

12. Default, Insolvency, Bankruptcy etc, of Buyer

If any account due from the Buyer to the Seller shall become overdue or if the Buyer shall make default in or commit a breach of the contract or of any other of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangements or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or make against him, or if the Buyer is a Limited Company and any resolution or petition to wind up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such Company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Buyer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise.

13. Delivery

Any time or date named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable to make good any damage or loss arising directly or indirectly out of delay in delivery whether or not such delay in delivery is caused by the fault of the Seller.
If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Seller shall, if its storage facilities permit, store the goods and the Buyer shall be liable to the Seller for the reasonable cost (including insurance) of its so doing. This provision shall be without prejudice to any other claim which the Seller may have in respect of the Buyer's failure to take delivery at the appropriate date.

14. Unfulfilled Orders

If the Buyer fails to take delivery of the total ordered quantity, in the case of bespoke products, the Seller will be entitled to charge the Buyer for the total ordered quantity unless otherwise agreed. In the case of standard products, the Seller will be entitled to charge the buyer a re-stocking charge of 25% of the value of the unfulfilled quantity unless otherwise agreed.
If prices have been specially agreed between the Buyer and Seller on the basis of the total ordered quantity and the Buyer fails to take delivery of the total ordered quantity, the Seller will be entitled to charge the Buyer for any reasonable differential between the price specially agreed for the ordered quantity and the normal prevailing price.

15. Sub-Contracting

The Seller reserves the right to sub-contract the fulfilment of the order or contract (including any installation) or any part thereof.

16. Force Majeure

The due performance of the contract is subject to cancellation or variation by the Seller as a result of inability to secure labour, materials or supplies or as a result of any act of God, war, riots or civil disturbance, strike, lockout or other labour dispute, fire, flood, drought or accident, legislation, requisitioning or other act or order by any Government Department, Council or other duly constituted authority, or of any other cause (whether of the foregoing classes or not) beyond the Seller's control. In such event, no liability shall attach to the Seller by reason of cancellation or variation of any contract.
Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in any premises of the Seller during the delivery period as a result of any of the causes set out in sub-paragraph (a) hereof or any cause whatsoever beyond the control of the Seller.

17. Risk and Damage in Transit

The risk of any loss or damage to or deterioration of the goods from whatever cause shall be borne by the Buyer from the time of the despatch of the goods to the Buyer from the Seller or its Agents. The Seller shall not under any circumstances be liable for any deviation, delay or detention of the goods in the course of transit.

18. Variation of Terms

Any variation of the terms and conditions of any contract shall become binding only if confirmed in writing by the Seller.

19. Interpretation

The construction, validity and performance of this contract shall be governed by the Law of England. The paragraph headings herein are only aids to reference and shall not affect the construction of these conditions.

20. Arbitration

Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties or in default of agreement by the President of the Law Society for the time being, and his or their decision shall be binding on both parties and this shall be a submission to arbitration within the Arbitration Act 1950 or any statutory modification thereof for the time being in force.