

## Terms and Conditions

### 1 General

The acceptance of any order or contract of any kind will be subject to the following conditions. Any employee, agent, representative or third party cannot vary these conditions without the written confirmation of a Tube Gear Director.

### 2 Retention of Title

- a All goods sold by Tube Gear Ltd shall remain in their title, until all sums owed by the customer to Tube Gear Ltd are paid in full for any goods or services supplied under any contract or order.
- b In the event of the customer being unable to pay debts owed to Tube Gear Ltd for whatsoever reason, the customer will irrevocably grant free licence for a Tube Gear Ltd agent or representative to enter the customer's property or premises, to reclaim any goods sold by Tube Gear Ltd to a value not less than that owed.

### 3 Terms of Payment

- a All payments must be made in the currency of the invoice issued or agreed contract
- b All UK and Eire account payments to be paid by the last day of the month following the month of invoice
- c All other export payments will be agreed, prior to, or at the time of confirmation of the order
- d Any queries regarding any invoice or credit note must be notified to Tube Gear Ltd Accounts Department in writing within 10 days of the date of invoice.
- e Failure to meet the agreed payment terms may result in Tube Gear Ltd. suspending or withdrawing any contractual obligations to any customer.
- f The customer shall meet all costs incurred in the recovery of any debt.
- g Tube Gear Ltd reserves the right to charge interest at the rate of 2% above B of E base rate per month on any overdue accounts.

### 4 Prices

- a All published prices are subject to change without notification and the addition of VAT where applicable
- b Quotations for prices and quantities will only be deemed binding for a particular order and will be confirmed at the time of order placement. Varying of quantities may affect the price quoted.

### 5 Minimum Invoice Charge

Due to the high costs of processing small orders a minimum charge of £20 nett of VAT and carriage may apply.

### 6 Carriage and Packing

- a UK Mainland. Orders over £150 nett will be delivered free of charge by a carrier of Tube Gear Ltd choice.
- b UK Islands and Eire: Carriage terms will be agreed prior to or at the time of order placement.
- c Postage charge and postage charge heavy (i.e. over 1 kilo) will be charged at time of order.
- d Any postal orders with a value of over £50 nett will be sent by special delivery at a price agreed at time of order placement.
- e Other Export: All prices quoted are ex-works and carriage will be charged separately.
- f Special orders placed may incur Tube Gear Ltd in charges for which the customer will be charged.
- g Goods despatched by any means other than Tube Gear Ltd standard carrier service may incur additional charges.
- h All packaging is non returnable and responsibility for its disposal remains with the customer.

### 7 Loss, Shortage and Damages

Any claim for loss, shortage or damage must be made within 3 days of receipt of goods and confirmed within 7 days. Claims made outside these times will not be considered.

### 8 Return of Goods

- a The return of any goods will only be accepted if accompanied by a Returns Number issued by Tube Gear Sales Office. To obtain this we will need a delivery note or invoice number, and a valid and reasonable reason for their return.
- b Goods ordered specially will not be accepted for return.
- c Credit or exchange will only be given if the goods are of current design and in a resaleable condition (including packaging). The meeting of these criteria and the quantities received will be the decision of Tube Gear Ltd Goods Inward personnel only.
- d A handling charge of up to 20% plus distribution costs may be deducted from any credit issued.

### 9 Design and Description

- a Every effort is made to ensure illustrations and descriptions are as accurate as possible in any publication of Tube Gear products, but these do not form any basis of a contract and no liability is accepted for variance of design or performance.
- b We reserve the right to alter the design, material and specification of Tube Gear Ltd products if we are satisfied they continue to perform their main function.

### 10 Faulty Goods Warranty

- a We guarantee to replace free of charge any goods supplied by Tube Gear Ltd which may be defective through faulty materials or workmanship, provided always, such goods are promptly returned free to Tube Gear Ltd premises within 7 days of the defect becoming apparent and not later than 12 months after the date of despatch.
- b We shall not be liable for any loss incurred through stoppage, injury, consequential damages or any other expenditure however caused.
- c This guarantee is in respect of materials or workmanship only and shall not apply if the product has been altered or tampered with or if the defect is caused by fair wear or misuse of any kind.
- d The customer is responsible for ensuring that the goods are suitable for the purpose for which they were used.

### 11 Customer Conditions of Purchase

In all cases the Conditions of Sale stated above override any terms and conditions of purchase stated by the customer.

I agree to the above terms and conditions

*Signature*

Position in Company

Date:

Company Name or Company Stamp  
(as appropriate)