



KEIM MINERAL PAINTS LIMITED

CONDITIONS OF SALE

1. Definitions

In these conditions the following expressions shall (unless the context otherwise requires or admits) have the following meanings attached to them, namely:

"the Seller":	Keim Mineral Paints Limited.
"the Buyer":	The person, firm or company purchasing the Goods and/or Services.
"the Goods":	The goods or materials the subject of the contract between the Seller and the Buyer.
"the Services":	The services to be performed by the Seller to the Buyer pursuant to the contract subsisting between them.
"the Contract":	The Contract between the Buyer and the Seller for purchasing the Goods and/or the Services.
"The Price":	The price specified in the Seller's quotation, acknowledgement or otherwise communicated to the Buyer.

2. Application of the Conditions

All orders are accepted by the Seller subject to these Conditions of Sale unless otherwise varied by agreement in writing, and any Conditions of Purchase of the Buyer shall not apply insofar as they conflict with the terms of these Conditions. Contracts for delivery by instalments shall be deemed to be indivisible.

3. Price

- 3.1 Prices quoted shall refer to the stipulated quantities only and will not necessarily hold good for other quantities.
- 3.2 All prices quoted by the Seller are subject to alteration if raw materials, import duties and taxes or labour, increase in cost after the date of the order and the Seller shall promptly give notice to the Buyer of any such increase in Price. Unless specifically stated otherwise in writing by the Seller the Price payable in respect of the Goods shall be ascertained by reference to the current years price lists.
- 3.3 Unless otherwise stated on acceptance, the Price of the Goods shall include the Seller's costs of standard packing normal insurance and delivery of the goods to any one address in the United Kingdom specified in writing by the Buyer to and agreed by the Seller prior to delivery.
- 3.4 All Prices are quoted net of VAT and other applicable taxes.

4. Payment

- 4.1 Unless otherwise stated on the Seller's invoice or otherwise agreed in writing payment of the total amount invoiced for the Goods and /or the Services shall be made not later than 30 days after the date of the Invoice.
- 4.2 Time of payment shall be of the essence and failure by the Buyer to pay the Price (or any instalment thereof if so agreed in writing by the Seller) in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to require the Buyer to make immediate payment of all monies due or to become due and to recover from the Buyer damages for breach of contract and /or (at the Seller's option) to charge interest on the amount outstanding at 3% above the base rate charged by the Seller's bankers from the due date until the date of actual payment).
- 4.3 At the option of the Seller the Seller may impose credit charges on all invoices the details of which will be set out on the face of the invoice. The making of a credit charge does not affect the right of the Seller to charge additional interest in addition to the credit charges.

5. Title and Insurance

- 5.1 Property in the Goods shall remain vested in the Seller until payment shall have been made by the Buyer in full.
- 5.2 In the event that the Goods shall be in any way adapted or incorporated by the Buyer or any third party into any other goods the Buyer shall pending the sale of the Goods so adapted as aforesaid or of such composite Goods hold the same as security for repayment to the Seller of all monies due in respect of the Goods.
- 5.3 The Buyer is hereby appointed as agent of the Seller but only in so far as is necessary to enable the Buyer to pass title in the Goods whether in the original state in which they were delivered by the Seller or so adapted as aforesaid or in such composite goods to bona fide purchasers upon sale at a normal commercial price and on conditions that the proceeds of sale shall be held by the Buyer in a separate bank account on trust to pay to the Seller all monies due from the Buyer to the Seller in respect thereof.
- 5.4 The Buyer shall if so requested by the Seller assign to the Seller all rights the Buyer may have against any subsequent purchaser for repayment of the Goods whether in the original state in which they were delivered by the Seller or so adapted as aforesaid or for such composite goods and any other rights and claims against such a purchaser in connection therewith.
- 5.5 The buyer shall from the time when the Goods become the sole risk of the Buyer fully insure the Goods against all risks with a reputable insurance company at his own expense. The insurance shall cover the Seller's interest in the Goods, and the Buyer shall hold in a separate bank account all monies paid under such insurance in trust for the Seller and shall pay the same to the Seller on demand.

6. Delivery

Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply with regard to the delivery of the Goods:

- 6.1 Delivery shall take place when the Goods shall be delivered at the address specified on the Seller's quotation acknowledgement or other relevant documentation and from the time of such delivery the risk of any loss or damage to or deterioration of the Goods shall be borne by the Buyer.
- 6.2 If the Buyer does not accept the Goods when delivered by the Seller to the agreed delivery point, the Seller shall be entitled to store and insure the same against such risks as the Seller shall think fit and at the cost of the buyer. Any additional costs incurred on actual delivery of the goods shall be charged to the Buyer.
- 6.3 Delivery date or dates specified on the Seller's acceptance of order are estimates only. The Seller shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly out of delay in delivery nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.

7. Strikes

Should the Seller be prevented from delivering at the agreed date by strikes, lock-outs, act of god, war, fire, tempest, flood, accident, or damage to Goods, or delay in obtaining or inability to obtain through scarcity materials or for any other cause beyond his control the Seller may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption or normal production or sale or cancel or vary the contract without compensation.

8. Packing

Unless otherwise agreed the Goods shall be packed in the manner specified in the price lists. The cost of any additional packing will be charged to the Buyer.

9. Guarantee

- 9.1 The Buyer shall inspect the goods immediately upon delivery and shall within three days of such delivery (time being of the essence) give notice in writing to the Seller and the carrier of all claims on account of damage to or total or partial loss of Goods in transit. In the event that any such defect is acknowledged by the Seller such Goods will be replaced by the Seller at his cost within thirty days.
- 9.2 If the Seller fails to make delivery or make defective delivery of any one instalment such failure or defective delivery shall not vitiate the contract with regard to other instalments.
- 9.3 The Seller guarantees that the Goods are free from any defect in materials and manufacture provided that while every effort is made to maintain consistency in the shades and other characteristics of the Goods some variation is unavoidable and the Seller shall not be liable in respect thereof.
- 9.4 The guarantee given in Clause 9.3 is conditional upon the Buyer preparing and using the Goods strictly in accordance with the Seller's instructions. The Seller does not guarantee or warrant that the Goods are fit to be used for any particular purpose on any particular surface or in any particular conditions and the Buyer must rely on his own skill and judgement in this regard. Furthermore while every care is taken in the compilation of the Seller's catalogues, advertising literature, price lists and other information, the Seller cannot accept responsibility for any error or omission therein.
- 9.5 The Seller's liability to replace defective Goods as set out in Clause 9.1 shall represent his sole and total liability to the Buyer in respect of defects in the Goods whether arising as the result of the Seller's breach of Contract, negligence or other tort, breach or statutory duty or otherwise.

10. Liability

In no event shall the Seller be liable for nor be required to indemnify the Buyer from or against any loss of use, loss of profits or loss of future contracts whether arising as the result of breach of Contract, negligence or other tort, breach of statutory duty or otherwise.

11. Waiver

The Seller's rights shall not be affected or restricted by any indulgence or forbearance granted to the Buyer. No waiver of any later breach.

12. Distance Selling Regulations

Where the Buyer is a private consumer, distance selling regulations apply and supersede any of the above terms, where there is a contradiction. Full details of online terms and conditions can be found at www.keimpaintshop.co.uk