

Terms and Conditions of Sale

General

- All contracts (orders) made by the buyer (customer) and accepted by the company (A.R. Richards Ltd) whether written or verbal, shall be in strict accordance with these terms and conditions.
- No alteration to these terms will be effective unless agreed by a director of the company.

Terms of Payments

- Payment is required by the 30th of the month following the date of invoice unless otherwise stated on the company's invoice.
- If your credit limit is exceeded A R Richards Ltd have the authority to request payment of the overall balance.
- When invoice becomes overdue, A R Richards Ltd have the authority to request payment of the overall balance.
- The company reserves the right to enter any premises and remove therefrom any goods for which the buyer has failed to pay.
- If payment is not made on the due date the company reserves the right to charge interest at the rate of 8% above the Bank of England base rate per annum until payment has been made in full.
- The buyer will not be entitled to withhold payment because of any disputed claim of the buyers against the company.
- The buyer shall indemnify the Company against all its costs charges and expenses including Value Added Tax that the company incurs, either directly or indirectly, in connection with the recovering of arrears of payment from the buyer.

Zero Accounts

- A zero account will be offered when general account terms have not been agreed.
- This will only be offered for a limited amount.
- Only one transaction at any one time.

Prices

- The price of goods shall be the company's quoted price or where no price has been quoted the price shall be the price ruling at the date of invoice.
- In addition to the price of the goods the buyer shall pay the company all Value Added Tax which accordance with Government Legislation will be being in force at the time of invoicing.

Queries

- All invoice queries must be raised within 14 days of receipt of invoice

Reservation of Title

- Title of goods supplied to the buyer by the Company shall not pass to the buyer until they have been paid for in full.
- For so long as the buyer remains in possession of any goods supplied by the Company whilst title thereto remains with the Company then:
 - The buyer shall be Bailee of the goods for the Company.
 - The buyer shall store the goods separately from any other goods and shall take steps necessary to ensure that the goods are identifiable as the property to the Company.
 - Notwithstanding anything here in the Goods shall be at the Buyers Risk in all respects and the Buyer shall be liable and shall pay sums due to the Company whether or not the Goods are lost, destroyed, damaged or stolen.

Notice of Loss, Shortage or Damage to Goods

- The buyer must inform the Company in writing of any of the above within three days of delivery.
- The Company shall not be responsible in any way for non-delivery, shortage, partial loss, or damage unless the buyer complies with this condition.

Passing of Risk & Property

- Risk or loss or damage to third parties or their properties resulting from the miss use of Goods passes to the buyer at the time of delivery, whether or not the signature of an authorised percipient is obtained, or title of the Goods shall have been passed to the buyer.
- Once the Goods leave our premises otherwise than in our own vehicles or those hired by us, the entire responsibility of complying with statutory provisions of safety becomes the sole responsibility of the Buyer.

Delivery

- Delivery of goods shall be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or if some other place for delivery agreed by the Company delivering the Goods to that place.
- Any dates quoted for delivery of Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused.

Return of Goods

- Goods for return are accepted at the Company's discretion and must be in good and resalable condition.
- The Company reserves the right to impose a handling charge if such goods are not returned within a reasonable period. This period shall be at the Company's discretion.

Legal Interpretation of the Terms

- The above terms are deemed to be incorporated into and to form part of any contract between the Company and the Buyer and all orders accepted by the Company are subject thereto.
- The Buyer agrees to the jurisdiction of the English Courts in the event of a legal dispute.
- The Company comply to GDPR Legislation, please see our data protection and privacy policy.