

# FITZGERALD MORGAN LTD (T/A STORMLINE UK)

## TERMS OF TRADE

1. PRICE  
The goods shall be purchased at prices prevailing at the time the goods are dispatched.
2. PAYMENT  
Payment shall be within 30 days following date of invoice and is by Paypal, Credit/Debit Card or Bank Transfer. Unfortunately we can not accept cheques.
3. INTEREST  
Payments not made within 10 days of due date may, at the Company's sole discretion, bear interest from the due date at the rate of 2% per month until paid (or at such rate as shall be in force at date of purchase).
4. CREDIT LIMIT  
The Company may cancel orders in respect of any undelivered goods or may withhold delivery of future orders if the Customer's account exceeds the credit terms set by the Company.
5. NON RECEIPT OR DAMAGE  
All items should be checked on receipt as to quantity and/or damage. Non receipt or damage must be reported by the Customer to both the Carrier and the Company within ten (10) days from the date of delivery or the claim may be rejected by the Company. The Company will replace goods covered by approved claims.
6. RETURNED GOODS  
No goods shall be returned for credit without the Company's prior approval.
7. CLAIMS  
All inquiries or claims regarding goods supplied or allegation regarding goods not having been supplied as per Invoice/packing slip shall be made within ten (10) days of receipt of same and in the absence of any such inquiry or claim the Customer shall be taken to accept the terms of the invoices as correct and accept that the goods specified are as delivered.
8. RISK  
Risk passes to Customer on delivery of goods.
9. WARRANTY
  1. If the Customer acquires or holds himself or herself out as acquiring the goods for the purposes of a business, no representation, condition, warranty or promise, expressed or implied, applies to this agreement or the sale to be effected pursuant to it other than the manufacturer's written warranty (if any).
  2. If the Customer does not acquire, or hold him or herself out as acquiring, the goods for the purposes of a business no representation condition, warranty or promise, expressed or implied, applies to this agreement or the sale effected pursuant to it, other than the manufacturers written warranty (if any) and the guarantees provided by the Consumer Protection Act 1987 (UK).
  3. Except as provided in the Consumer Protection Act 1987 (UK), the Company shall not be liable for any loss of any kind whatsoever suffered by the Customer as a result of a breach of any of the Company's obligations under this agreement or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss damage or injury caused to the Customers servants, agents, contractors, customers, visitors, tenants, trespassers or other persons. The Customer will indemnify the Company against any claim by such persons.
  4. Notwithstanding anything else in this agreement, the liability of the Company arising from breach of any of the Company's obligations under this agreement, from any cancellation of this agreement or from any negligence on the Company's part, its servants, agents or contractors (but not from any liability under the Consumer Protection Act 1987 (UK)), will be limited to damages which will not exceed the contract price.
10. PRIVACY ACT
  1. The Customer authorizes the Company:
    - (a) To collect and retain and use personal information about the Customer (the information contained in this document) for the following: (i) Assessing the Customer's credit worthiness.
    - (ii) Administering the financing, whether directly or indirectly of the Customer contracts(s) and enforcing the Company's rights thereunder,
    - (iii) Marketing goods and services provided by the Company. (b) To provide the information:
      - (i) to any person for the foregoing purposes
      - (ii) to employees and agents of the Company and any other person, in the ordinary course of business, for any of the foregoing purposes; (iii) to credit agencies for the purpose of maintaining effective credit records.
  2. The Customer acknowledges:
    - (a) that the information is held by the Company at the address specified in this document, notwithstanding that it may also be held elsewhere by the Company and other persons for the purposes described above.
    - (b) that where information can be readily retrieved the Customer shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge;
    - (c) that the aforesaid authorizations are irrevocable.
11. OWNERSHIP
  1. Ownership reserved: It is expressly agreed that ownership is reserved and legal and equitable title to and property in all goods supplied or agreed to be supplied by the Company is and remains vested in the Company until payment in full has been received by the Company in respect of such goods and all other monies owing by the Customer to the Company.
  2. Recovery of Goods: Notwithstanding anything to the contrary in these terms and conditions and whether or not there has been default under the contract of sale between the Company and Customer and whether or not any term of credit has expired, the Company is entitled at any time and from time to time before sale of any item of goods by the Customer to recover and take repossession of such item of goods and otherwise exercise in relation to the goods any of its rights where those rights as owner and/ or unpaid Company or otherwise and whether those rights are covered by common law, contract, statute or in any other way.
12. COMPANIES ACT 2006 (UK)
  1. The Customer grants to the Company a security interest in the following:

All present and after-acquired goods, supplied by the Company to the Customer, including, but not limited to clothing, display stands, & advertising materials; and

All present and after-acquired goods supplied by the Company to the Customer described in any:

    - (i) quotation or tender from the Company to the Customer;
    - (ii) contract between the Company and the Customer including, without limitation, documentation (electronic or otherwise) supplementary to any contract incorporated in the contract by reference or otherwise;
    - (iii) purchase order or any other order for goods from the Customer;
    - (iv) dispatch order, invoice, statement or remittance advice from the Company to the Customer
  2. At the request of the Company, the Customer will promptly execute any documents and do anything else required by the Company to ensure that any security interest created constitutes a perfected security interest over all personal property supplied by the Company until all and any amounts due to the Customer have been paid in full. This obligation extends to executing any amendments to any contract with the Company reasonably requested by the Company and providing the information required by the Company to complete and register a financing statement or financing change statement.
  3. The Customer will not, without the prior written consent of the Company, agree to allow any person (including the Customer) to file a financing statement over any personal property supplied by the Company while the Customer is liable to the Company for any debt.
  4. The Customer will notify the Company immediately if the Customer becomes aware of any person taking any steps to file a financing change statement against any goods supply supplied to the Customer by the Company.
  5. The terms 'security interest', 'perfected security interest', 'personal property', 'financing statement' and 'financing change statement' referred to in the above clauses have the meanings given by the Companies Act 2006.
13. CLAIMS RETURN POLICY
  1. Goods supplied in error are returnable for replacement or credit, providing error is notified to the Company in writing within 10 days.
  2. No claim will be recognized unless goods are returned with original invoice/packing slip or unless the number and date of invoice/packing slip are enclosed.
  3. No claim will be recognized unless returned goods are in saleable, undamaged and clean condition.
  4. The Company at its sole discretion may accept return of goods surplus to requirements of the purchaser in which event the credit may not be greater than 85% of the original amount charged.
14. TERMS OF PAYMENT
  1. Payment by 30 days following date of invoice.
  2. A period of grace may, at the Company's sole discretion, apply before charging interest as specified in 'Conditions of Sale' clause 3.
  3. Payment not received by the first of the month after due date, will have automatic stop credit invoked. Stormline UK may use discretion to approve individual transactions.
  4. Any costs incurred in the collection of an overdue account including commission, legal expenses and other incidentals including penalty interest (@ 2% per month) will be added to the account due and the person signing this authority accept liability for these costs.
  5. The applicant undertake to be personally liable and to indemnify Fitzgerald Morgan Ltd (T/A Stormline UK) for any default or costs incurred in the collection of this account.

By ticking the box you agree to accept the above Terms and Conditions of Trade