

Terms And Conditions of Sale

IMPORTANT NOTICE

DISPLAYED BELOW ARE THE TERMS AND CONDITIONS OF SALE FOR ALL GOODS PURCHASED FROM FURCONZ 2006 Ltd

Unless expressly altered or modified by us, the following terms and conditions apply and shall be deemed incorporated in and from part of the acceptance by us of your order.

1. DELIVERY

The seller shall not be responsible or liable in any way to the purchaser for delays or defaults in delivery of the order or any part thereof nor for any direct or consequential loss or damage arising there from.

2. PAYMENT

The buyer is to pay the prices and charges in accordance with the terms specified herein which, it is to be understood, are subject to any variation in the rate of exchange effecting this order, and to any costs and expenses additional to the ordinary costs of effecting delivery caused by War, Government Action, Variation in Customs Duties, Act of God, Substitution of Goods. Shortage of Supplies, increased Shipping Charges, Premium on Overseas Funds or any other happening of 'force majeure'.

2a. PAYMENT

All overseas goods to be paid for in advance and will be despatched when monies are in our account.

3. RISK AND TITLE

(a) The risk in goods supplied by the seller to the purchaser shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has paid for the same and discharged all outstanding indebtedness to the seller whatsoever.

Receipt by the seller of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared and until such time shall not prejudice or affect the seller's rights, powers or remedies against the purchaser and/or the goods.

(b) In the event that the purchaser is not purchasing the goods for the purchaser's own use or consumption then until payment in full of the purchase price and all outstanding indebtedness has been made the purchaser acknowledges and agrees as follows:

1. that the goods supplied are held by the purchaser as bailee to be sold by it as agent for and on behalf of the seller:
2. that the purchaser shall if directed by the seller store the goods supplied in such a way that is clear that they are the property of the seller;

3. that the purchaser hereby irrevocably gives the seller, its agents and servants leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the purchaser to search for and remove any of the goods supplied or in which the seller has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.

(c) This reservation of title is effective whether or not the goods have been altered from their supplied form, or mixed with other goods. Where such goods are mixed with other goods and are severable but not identifiable, or incorporated with other goods and any other product so that they are not severable (whether such mixture or incorporation or loss by supplier as a result of the buyer's default or otherwise), or in the situation where a similar dealing with the goods has resulted in their removal being impossible or impractical, the company is a co-owner of the mixed goods or products in proportion to the contribution made by the goods to such mixed goods or products.

4. PRIVACY ACT

The seller is authorised to obtain credit information about the buyer from credit referees and credit reference agencies and is also authorised to disclose credit information to credit reference agencies and other persons seeking credit references. The seller is also authorised to disclose any personal information to third parties to assist the seller to ascertain a buyer's credit status and collect any debt or money owing to the supplier by the buyer. The buyer also authorises the seller to use, hold and disclose personal information about the buyer to third parties for the purpose of any marketing campaign, related products or services of the seller or the promotion of any business the seller is engaged in. Failure to provide the requested information may result in credit being refused. Under the Privacy Act 1993 individuals have the right of access to and correction of personal information.

5. GUARANTEES AND CONDITIONS

Where the provisions of the Consumer Guarantees Act 1993 apply, these terms will be read subject to the application of that Act, and in any case of conflict, the provisions of that Act will apply. Where the buyer is a Business (as business' is defined in the Consumer Guarantees Act 1993), it agrees that it is acquiring goods from the supplier for the purpose of a business and that the Consumer Guarantees Act 1993 does not apply.

Except as provided in this clause and in the next succeeding clause hereof no warranty or condition shall be implied herein against the seller by Statute, Common Law, Law Merchant or otherwise howsoever and no representation or express condition or warranty shall be binding on the seller unless it be in writing and signed for or on behalf of the seller.

Where the goods or any of them are subject of any express warranty given by the manufacturer thereof or the parties supplying the same to the seller in either case being a warranty upon which the seller may rely, then the terms of such express warranty shall be deemed to be incorporated herein but without creating any privity of contract between the buyer and such manufacturers or supplier to the seller and in such case where a claim is made by the buyer under such warranty the judgement of the manufacturer or supplier as the case may be, as to whether or not there has been a breach of the said warranty shall be final and binding upon the seller and the buyer.

6. EXTENT OF LIABILITY

(a) The liability of the seller to the buyer shall not in any cases exceed the purchase price of the goods on respect of which such liability arises and this limitation shall apply howsoever arising whether in contract or in tort and:

(b) In any case of liability in the part of the seller arising from breach of contract the seller shall be under no liability for damages or consequential loss to the buyer arising from such breach.

7. DEFAULT

If the buyer fails to comply with any of these terms and conditions of sale, becomes bankrupt or is put into receivership, liquidation or statutory management, the seller is entitled to cancel any orders already made and any credit accounts conducted by the buyer with the seller and all money owing to the seller by the buyer will become immediately due and payable and the seller will be entitled to recover from the buyer any losses, damages, costs, interest, fees, charges (including handling charges payable by the seller) and expenses incurred by the seller as a result of the buyer's default and the subsequent cancellation of such order by the seller.

8. In the event of overdue accounts interest will be charged at the rate of 10% per month.

9. Any alteration of the basic computations of the value for duty purposed or any alterations to tariffs, or further imposts or charges by the Government shall be purchaser's risk and account.

10. Overseas freight at existing rate of freight at the time of contract, any rise or fall at purchaser's account.

11. Quotations subject to market fluctuations

NO GOODS ARE RETURNABLE AFTER 14 DAYS. CLAIMS FOR SHORTAGES OR DAMAGE MUST BE LODGED WITHIN 48 HOURS OF RECEIPT, QUOTING THE REFERENCE NUMBER & THE DATE. ALL GOODS MUST BE EXAMINED ON RECEIPT FOR FLAWS. ONCE 14 DAYS AFTER DELIVERY HAVE ELAPSED NO CLAIM WILL BE RECOGNISED.