



I. Definitions

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods
2. "Contract" means any contract between the Seller and the Buyer for the sale and purchase of Goods from time to time in accordance with these Terms and Conditions.
3. "Goods" means the items to be supplied to the Buyer by the Seller;
4. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade-marks, know-how and all other forms of intellectual property wherever in the world enforceable;
5. "Order" means the Buyer's order for the Goods, as set out in the Buyer's written acceptance of the Seller's quotation.
6. "Seller" means Clarges Trading Ltd, incorporated in England and Wales with its registered address at F3, 17 Clarges Street, London, W1J 8AE, United Kingdom.

II. General

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer, to the exclusion of all other terms and conditions which are implied by trade, custom, practice or course of dealing or referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. No variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be effective unless agreed in writing by the Seller.

III. Basis of contract

1. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification [submitted by the Buyer] are complete and accurate.
2. The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence. The Seller will try to accommodate any requests to vary the Order made within 3 days of the Buyer placing the Order but will not be obliged to do so and after such period, no changes to the Order will be accepted.
3. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

IV. Price and Payment

1. The price of goods shall be quoted by Seller and agreed by Buyer, on EX WORKS UK Incoterms, unless otherwise agreed in writing between the parties. The price is exclusive of VAT or any other applicable costs. Any quotation shall not constitute an offer and shall only be valid for period of time stated in the offer or until next offer is issued, whichever is earlier.
2. Credit terms may be offered subject to history of 3 previous orders and satisfactory credit checks of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
3. Where credit is offered payment of the price any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
4. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date when funds are cleared on Seller's account at a rate of 3% per cent per month above the base rate of Barclays Bank PLC.
5. If payment of the invoice or any part thereof is not made by the due date, the Seller shall be entitled to:
 1. require payment in advance of delivery in relation to any Goods not previously delivered;
 2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

V. Description

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

VI. Sample

Where a sample of the Goods is requested and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

VII. Delivery

1. Unless otherwise agreed in writing, collection of the Goods shall take place at the UK address specified by Seller on, or as close as possible to, the date required by the Seller. The Buyer shall make all arrangements with logistic or courier company, necessary to collect ordered Goods whenever they are ready and packed for delivery.
2. If the Buyer is unable to collect the Goods because of actions or circumstances outside of the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until actual time of collection and the Buyer shall be liable for any expense associated with such storage.
3. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 3 days of signed receipt to enable replacement or refund. The Buyer acknowledges that any undue delay may prejudice the Seller's rights with its own supplier.

VIII. RISK

Risk in the Goods shall pass to the Buyer upon collection of the goods.

IX. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

X. RETURN OF UNUSED GOODS

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed, in which case the following terms apply.

XI. LIMITATION OF LIABILITY

1. The Seller shall not be liable for any loss or damage suffered by the Buyer in excess of the contract price.
2. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence.

XII. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

XIII. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

XIV. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

XV. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

XVI. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

XVII. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

XVIII. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce its terms.

XIX. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

XX. PRIVACY POLICY

Privacy policy is outlines in separate document that is available on our website www.clargestrading.co.uk