



CONDITIONS OF SALE

MONTHLY ACCOUNT

Payment must be received no later than 28th day of the month following the month the goods were invoiced in.

WEEKLY ACCOUNT

Payment must be received no later than the Friday in the week the goods were purchased.

CASH ON DELIVERY

Goods will not be left or allowed to be collected without full payment being made.

Title of goods remain with Barum Auto Parts Limited until full payment is received and cleared by our bank. Parts which were purchased more than 7 days before being returned to us for credit will be subject to a handling charge.

Specially ordered items are not accepted for credit.

APPLICATION

Unless otherwise specifically agreed in writing these conditions shall be incorporated in every offer, quotation, acceptance and contract for the sale or supply of goods or services by the Company and any conditions proposed by the Buyer are hereby excluded unless expressly accepted in writing by the Company as previously mentioned.

PRICES

Prices quoted are exclusive of V.A.T. (unless otherwise stated) and are those in force at the date of quotation.

PAYMENT

- (a) Payment by the Buyer is due no later than the twenty-eight day of the month in which the relevant invoices were delivered.
- (b) If the Buyer fails to pay the Company by the due date the Company may either suspend all further deliveries until payment is made in full or cancel the order and subsequent orders in so far as goods remain to be delivered thereunder.
- (c) The Company is entitled to charge interest when payment has not been made on the date at the rate of two per cent per month calculated on the outstanding balance on the due date for payment until receipt by the Company of payment.

RISK AND PROPERTY

- (a) Goods shall be and thereafter remain at the Buyer's risk from the time of delivery where delivered by the Company and from the time of collection where collected by the Buyer but shall remain the property of the Company at all times until payment of all monies owing by the Buyer to the Company and the Buyer shall hold such goods as bailee for the Company.
- (b) The Buyer shall be entitled to dispose of the goods or any item in the normal course of trade but the proceeds of any such sale shall be held to the account of the Company for the discharge of all monies from the Buyer to the Company.
- (c) In the event that payment for goods is overdue the Company by its employee or agent shall be entitled to enter upon any premises of the Buyer for the purpose of removing such goods of the Company from the premises.

GUARANTEE OF QUALITY AND LIABILITY

- (a) If any defect in any of the goods shall be found to exist and be reported to the Company in writing together with proof of purchase within the guaranteed period from the date when such goods are brought into use the Company will have repaired or at its option replace the defective goods. The Company will not otherwise accept any liability in respect of any goods nor will it be liable if the goods have been stored or used improperly.
- (b) The limit of the liability of the Company in respect of any defective goods shall, subject to sub-paragraph (a) above, be the value of goods as stated on the Company's invoice and the Company shall not be liable or responsible for injury damage or loss what-so-ever.
- (c) The Company may in its discretion accept the return of goods supplied to the Buyer. The Company will not accept the return of any goods unless the same are accompanied by an official returns note, which will be supplied by the person collecting goods and must quote the relevant invoice number. The Company will not accept goods ordered specially for the Buyer and which would not normally be kept in stock by the Company. Any goods returned more than 7 days after the date of delivery will be subject to a Handling Charge.
- (d) Any goods supplied by the Company to the Buyer for which the Buyer has returned as faulty with a Labour Claim will NOT be credited until the Company receives credit from the Manufacturer. For details ring our Warranty Department.