

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. DEFINITIONS

BUYER -	The person who buys or agrees to buy the goods from the Seller.
CONDITIONS -	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
GOODS -	The article which the Buyer agrees to buy from the Seller.
PRICE -	The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
SELLER -	Means Pia Rossini Ltd of 7 Balloo Way, Bangor, BT19 7QZ

2. CONDITIONS

2.1. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these conditions.

2.3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4. These Conditions may not be varied except by agreement of the Seller. These Conditions represent the whole of the agreement between the Seller and the Buyer.

2.5. They supersede any other condition previously issued.

3.0. PRICE

3.1. The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4.0. PAYMENT

4.1. Payment of the Price and VAT shall be due within 30 days of the Seller's invoice.

5.0. GOODS

5.1. The quantity and description of the goods shall be set out in the Seller's confirmation of order.

6.0. WARRANTIES

6.1. The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order.

7.0. DELIVERY OF THE GOODS

7.1. Delivery of the Goods shall be made to the stated Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

8.0. ACCEPTANCE OF THE GOODS

8.1. Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9.0. RETURNS

9.1. The Buyer will have 14 days from the date of dispatch to return any items which the Buyer deems unsuitable, or not as ordered.

9.2. A credit or replacement will be issued for these items.

9.3. Any items which are faulty can be returned within one year of purchasing.

9.4. All returns must be authorised by the Customer Services office before being sent back. Upon informing the Seller of the Buyer's desire to return items, the Seller will issue the Buyer with a returns form, which must be completed and returned via email, fax or post. The Seller will issue the Buyer with an individual reference number when the form is received back. This number must be quoted on the outside of the returns parcel.

9.5. The items will be replaced or credited as per the Buyer's request, when the Seller has received them back. Postage will be covered up to a cost of £5. If the Buyer has a large number of items to return, please contact the Seller

9.6. Credits must not be deducted from payments until the credit note has been issued by the Seller.

9.7. The Buyer must follow this process for all items being returned, including over-deliveries, samples, and other non-faulty items. Returns must be made directly through the office, and not through an agent.

10. CREDIT TERMS

10.1. All new Buyers will be set up on a proforma basis.

10.2. After the Buyer's first order, the Buyer will have the opportunity to apply for a credit account. The Buyer can contact the Seller or an Agent for a credit application form. The completed form must then be submitted to the Seller. The Seller will run a credit check on the company, and contact the references provided. The account will be set up on the strength of the aforementioned. Forms which are not completed will not be processed.

10.3. The Seller's terms are 30 days credit, from the date of the invoice, unless other terms have been agreed. Failure to meet these terms may result in the Buyer's credit being revoked. If the credit terms are seriously breached, and previous requests for payment ignored, any debt will be handed over to an outside collection agency. Any applicable interest and charges will be accrued.

11. TITLE AND RISK

11.1. Risk shall pass on delivery of the Goods to the Buyer's address.

11.2. Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full. If the Buyer goes into Administration or files for Bankruptcy all stock should be returned to the Seller.

11.3. Until title passes, the Buyer shall hold the Goods for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

11.4. The Seller may at any time before title passes and without any liability to the Buyer:

11.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them: and
11.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

11.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer

11.6 All Monies for all Goods sold by Pia Rossini to the Buyer must be paid back, and no Charges will be created for the Buyer to trace the proceeds of the sale of any Pia Rossini Goods. If Goods have been forwarded to multiple addresses by the Buyer, the obligation of the Buyer will be to provide full details of where this stock is and the quantity of pieces, and no charge will be created by them for this.

12. CARRIAGE OF GOODS UK Delivery

Orders over £500 - FREE - 2 Business Days

Orders under £500 - £14.95 + VAT - 2 Business Days

Orders under £300 - £19.95 + VAT - 2 Business Days

Express Delivery - £19.95 - 1 Business Day

European Delivery (Mainland Only)

Orders under €600 - €14.95 - Transit time dependent on country

Orders over €600 - FREE - Transit time dependent on country

Worldwide Delivery

Please contact the Seller for a quote.

Signature

Print Name

Company Name

Date

Terms and Conditions subject to change