

Terms & Conditions

1.0 Definitions

- 1.1 "Seller" means Rubio Monocoat UK Ltd.
- 1.2 "Buyer" means the person or organisation who agrees to buy goods from the seller.
- 1.3 "Goods" means the articles and services which the buyer agrees to buy from the seller.
- 1.4 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions expressly agreed by the seller in writing.
- 1.5 "Delivery date" means the date specified by the seller when the good will be delivered.
- 1.6 "Price" means the price of the goods excluding VAT, packing, carriage and insurance.

2.0 Conditions Applicable

- 2.1 These terms and conditions will apply to all contracts for the sale of goods between the seller and buyer to the exclusion of all other terms and conditions including terms which the buyer may present on purchase orders, order confirmations or similar documents.
- 2.2 All orders for goods shall be deemed an offer by the buyer to purchase goods pursuant on these terms and conditions.
- 2.3 Any variation on these conditions will be inapplicable unless agreed in writing by the seller.

3.0 Price and Payment

- 3.1 The price shall be the price set out in the seller's price list. The price is exclusive of VAT which will be charged at the ruling rate at the time of invoice.
- 3.2 Payment of the invoice shall be due within 30 days of the date of the invoice unless otherwise agreed in writing by the seller. Invoices not paid by the time they become due will incur, automatically and without notice, interest equivalent to 10% per annum to cover the period for which the invoices are deemed overdue.
- 3.3 No complaint or dispute authorizes the suspension of payment.
- 3.4 Any expenses incurred by the seller in collecting unpaid invoices or in the collection of goods subject to unpaid invoices, are to be paid by the buyer on demand.
- 3.5 As a result of the non-payment of an account, all other related accounts will become immediately due and the seller is entitled to cancel any sale that has not yet occurred and to suspend all deliveries.

4.0 The Goods

- 4.1 The description and quantity of goods shall be as set out in the seller's quotation.
- 4.2 As the goods are manufactured using natural products, some inconsistency in colour or shade is to be expected.

5.0 Warranties and Liabilities

- 5.1 The seller warrants that the goods supplied at the time of delivery correspond to the description given by the seller (except where the buyer is dealing as a consumer – as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and / or the Unfair Terms in Consumer Contracts regulations 1999 regulation 3(1)). All other warranties, conditions or terms relating to fitness for purpose, quality or condition of goods, whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

6.0 Delivery

- 6.1 The delivery of goods is only indicative and the seller is under no obligation under any circumstances and will not be held responsible for any delay. However, if the delay exceeds a period of three months, the buyer, after formal notice by registered mail and in the absence of any other agreement regarding extended delivery time, terminate the contract and demand repayment of any part payments made to the seller without any compensation whatsoever being owed.

7.0 Acceptance

- 7.1 Receipt of the goods by the buyer constitutes acceptance of the goods.
- 7.2 After acceptance the buyer shall not be entitled to reject the goods which are in accordance with the contract.
- 7.3 (i) Claims for damage in transit will not be entertained where the delivery note is marked or stamped received unchecked. The buyer must ascertain the condition of the goods at the time of delivery with any damage duly noted on the delivery ticket returned to the driver.
- 7.3 (ii) Buyers shall submit a detailed claim by registered mail within 2 days of receipt of the goods. This must be accompanied by the delivery ticket showing the endorsement advertising the damage.
- 7.3 (iii) All goods which are subject to a claim for damage in transit should be carefully stored and protected and insured at the buyers cost against theft, fire and deterioration.
- 7.4 For latent defects a period of three months is applied from the invoice date, under penalty of forfeit. Complaints will then only be admissible if the complaints made during this period are detailed in registered mail to the seller within 48 hours after the defect was discovered.

8.0 Retention of Title

- 8.1 Ownership of the goods subject to this contract shall not pass to the buyer until they are fully paid for, but all responsibility for the goods shall be borne by the buyer from the time of delivery to them or their agents.

9.0 Remedies of Buyer

- 9.1 Where the buyer rejects any goods then the buyer shall have no further rights whatsoever in respect of the supply to the buyer of such goods or the failure of the seller to supply goods which conform to the contract of sale.
- 9.2 The Seller's liability shall in all cases be limited to the value of goods sold. The buyer will use the seller's products in accordance with their instructions.
- 9.3 The seller shall not be liable to the buyer for late delivery or short delivery of the goods.

10.0 Insolvency

- 10.1 The buyer agrees to submit these terms and conditions of sale to any receiver or officially appointed or officially appointed representative of the law who arrives to carry out seizure, for the benefit of third parties, of products that have not yet been fully paid.
- 11.0 Proper Law of Contract.
- 11.1 This contract is subject to the Law of England and Wales.