

# W J NIGH & SONS LTD

1 STATION APPROACH, SHANKLIN, I.W. PO37 7HX

Tel 01983 863291 Fax 01983 866283

email: sales@wjnigh.co.uk web:www.wjnigh.co.uk

## TERMS & CONDITIONS OF SALE

These terms & conditions apply to all goods, which are the subject of delivery notes and invoices of W J Nigh & Sons Ltd. ("the Company"). Prices quoted by the Company for Goods and/or Services are SUBJECT TO VARIATION, (unless otherwise agreed in writing by an authorised representative of the Company) and may be increased at any time prior to delivery to take account of any increases in costs incurred by the Company in the supply of the Services and/or supply of the Goods including (without limitation) the cost of any goods or materials, carriage, labour, insurance or overheads, the imposition of any tax, duty or other levy and any variation in exchange rates, or as a result of interruption or alteration of work through the Customer's instructions or lack of instructions, all of which shall be treated as an additional part of the price and paid by the Customer contemporaneously with the price. Value Added Tax (V.A.T.), where appropriate, shall be charged at the rate ruling at the date of supply. Although a binding contract for the sale of goods is formed when an order (whether written, placed online or oral) is accepted by the Company, the ownership of the goods specified in any invoice shall remain with the Company until both:-

- a. Full payment for the Goods has been received by the Company; and
- b. All sums owing and due to the Company by and from the customer have been discharged.

Payment for all goods and services shall be made to the Company within a period of 30 days from the month ending in which the invoice is dated. New accounts will initially be conducted on a pro-forma basis, trade account may be offered subject to satisfactory credit checks. Please make cheques payable to: W J Nigh & Sons Ltd.

BACS payment can be made to Account Number 0059965, Sort Code 12-20-29, quoting your Customer Account No: as the reference.

In case of Late Payment the seller reserves the right to charge interest at the rate of 2.5% per month on any overdue amount from the due date of payment calculated on a daily basis or such sum as specified under the Late Payment of Commercial Debts (Interest) Act, or similar, whichever shall be higher. The seller reserves the right to recover any reasonable costs incurred by instructing a third party to act on its behalf as a result of any breach of these Terms of Sale in addition to any costs and interest that may be awarded by a Court.

Carriage is FREE on the Isle of Wight. A small order carriage charge of £6.00 will be made in respect of any order up to the value of £100 calculated on the invoice price exclusive of V.A.T. (UK only). Overseas – separate delivery charges apply, please contact us for details. Scottish Highlands & Islands: For deliveries to the following postcodes, a delivery surcharge will be added of £12.00 for the 1st 10kg and then 59p per Kilo. : FK17–22, G83, IV1–28, IV33–39, KW1–3, KW5–14, PA21–33, PA35–40, PH18–26, PH30–42, HS1–9, IV40–51, IV55–56, K A27, KA28, KW15–17, PA20, PA34, PA41–48, PA60–78, PH42–44, ZE1–3. The same surcharge will apply to deliveries to Northern Ireland, Republic of Ireland, Isle of Man and the Channel Islands. Larger orders may qualify for a delivery discount.

The Company in its sole discretion may authorise returns for the following reasons:-

- a) GOODS SENT IN ERROR must be reported so that the Company receives telephoned notice thereof within 3 days of the Customers receipt of the goods or written notice thereof within 7 days thereof. Such notice must include details of each item and quantity alleged to have been received in error quoting the despatch note reference and date.
- b) FAULTY GOODS (Other than damaged in transit) must be reported to the Company in the time period specified in a. above. Such notice must give details of the suspected fault in each defective item of goods quoting the despatch note reference and date.
- c) GOODS RECEIVED DAMAGED IN TRANSIT must be reported to the Company in the time period specified in a. above. Such notice must give the despatch note reference and date and list the defective items of goods. Failure to notify the Company within the required periods from receipt of such goods may nullify the carrier's liability to the Company. Later notification will imply the damage to have been the liability of the customer.

Wholesalers Publishers Importers Established 1903

VAT registration no. 107 6002 13 company registered in England no.347920

DIRECTORS : S T NIGH A T NIGH R J NIGH R A NIGH