

Enable Aid Limited
Registered in England Company Number 06971442

Standard Terms & Conditions

GENERAL

Enable Aid Limited (the company), submits all quotations and accepts all orders subject to the following conditions of contract which apply to all contracts for goods supplied or work done by them or their employees to the exclusion of all other representations, conditions or warranties, express or implied.

Each order received by the company will be deemed to form a separate contract to which these conditions apply and any waiver or any act of non-enforcement or variation of these terms or part thereof shall not bind or prejudice the company in relation to any other contract.

The company reserves the right to refuse to accept any contract that is deemed to be contrary to the company's policies in force at the time.

PRICING

All prices shown on the company's quotations or price lists are based upon the acceptance of these conditions. Any variation of these conditions requested by the buyer could result in changes in the offered pricing or refusal to supply.

All quoted pricing is in Pounds Sterling and is exclusive of VAT, other items such as delivery charges will be as stated on the individual quotation/price list. Quotations shall remain valid for a period of 30 days from the date of issue. Over time prices quoted on price lists may change it is therefore necessary to confirm any price taken from a price list prior to an order being placed.

Written quotations shall remain valid for a period of 30 days from the date of the quotation.

In addition to the invoiced value the buyer is liable for all import duty as may be applicable in the buyer's location. If there is any documentation required for import formalities, whether or not for the purposes of duty assessment, the buyer shall make this clear at the time of order.

DELIVERY

All delivery times offered by the company are to be treated as best estimates and no penalty can be accepted for non-compliance with them. The standard estimation of delivery time is as quoted from the date of the company's acceptance of the order.

Delivery, if requested, shall be made by the company using a courier service of its choice. If items are sold with 'free delivery' no separate delivery charge will be made, in all other instances the cost of the delivery will be added to the invoice issued. If multiple shipments are requested by the buyer multiple delivery charges will be made.

INSURANCE

All shipments from the company are insured by them. If any goods received by the buyer are in an unsatisfactory condition, the following courses of action shall be taken.

If the outer packaging is visibly damaged, then the goods should not be accepted from the courier, or they should be signed for only after noting that the packaging has sustained damage.

If the goods are found to be damaged after unpacking, the company must be informed immediately – this is within 48 hours of the delivery having taken place.

If the damage is not reported within 48 hours of receipt, the insurers of the company shall bear no liability.

Under no circumstances should the damaged goods be returned, unless expressly authorised by the company.

Any returns made to the company for any reason, at any time shall be packaged in the original packaging, or its direct equivalent and must be adequately insured by the buyer.

PAYMENT

The company's terms of payment for all account holders is 30 days net month end to the bank account of the company. In all other cases payment is required in advance of delivery.

Any charges incurred in making the payment, either currency conversion or otherwise shall be paid by the buyer.

The company reserves the right to charge interest at a rate of 2% above the base rate of Barclays Bank PLC on any overdue accounts.

PASSING OF RISK AND TITLE

The passing of risk for any supply made by the company shall occur at the time of delivery. The title however shall not pass to the buyer until payment has been received in full by the company.

Until such time as title to the goods passes to the buyer the company shall be entitled at any time to require the buyer to deliver up the goods and if the buyer fails to do so immediately the company is entitled to enter on any premises belonging to the buyer or any third party where the goods are stored and repossess.

The buyer shall not be entitled to pledge or charge in any way the goods whilst they remain the company's property but if the buyer does so all monies owing by the buyer to the company shall immediately become payable.

INTELLECTUAL PROPERTY

The buyer agrees to preserve the IPR of the company at all times, and that no contract for supply of goods involves loss of IPR by the company unless expressly offered as part of the contract by the company.

GOVERNING LAW

This agreement and performance of both parties shall be governed by English law.

Any disputes under any contract entered into by the company shall be settled in a court of the company's choice operating under English law, and the buyer agrees to attend any such proceedings. No action can be brought arising out of any contract more than 12 months after the completion of the contract.

INDEMNITY

The buyer shall indemnify the company against all claims made against the company by a third party in respect of any goods supplied by the company.

SEVERABILITY

If any part of these terms and conditions is found to be illegal, void or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force

N.B. Enable Aid Limited will only accept business based on these our own Terms and Conditions.