

Sale of Goods

The Goods are at the risk of the Buyer from the time of delivery.

Ownership of the goods shall not pass to the buyer until RePartner have received in full in cash or cleared funds all sums due in respect to the Goods and all other sums which are or which become due to RePartner from the Buyer on any account.

Until ownership has passed to the Buyer the Buyer must hold the goods on a fiduciary basis as RePartners bailee, store the goods at no cost to RePartner separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the property of RePartner and not destroy, deface or obscure any identifying marks or packaging on or relating to the Goods.

The buyers rights to possession of the goods shall terminate immediately if the Buyer has a bankruptcy order made against them or makes an arrangement or composition with their creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

Unless otherwise agreed by RePartner in writing the price for the goods shall be the price set out in this quotation.

E&OE - Errors and Omission's Exempt

Payment terms vary depending on agreed terms from the invoice date.

No payment shall be deemed to have been received until RePartner has received cleared funds.

Payment will be due on arrival of goods at RePartners relevant storage or fulfilment point and will be held in trust by RePartner free of charge until ready for collection or delivery.

All third-party property shall be insured against, loss, theft or damage while in the care of RePartner.

All third-party property shall be clearly labelled, stating the owners name, contact details and information relating to the sale.

All third-party property will be available for audit and inspection as required.

If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to RePartner on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Lloyds Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgement. In such circumstances RePartner also reserve the right to revoke credit terms extended to the Buyer.

RePartner reserve the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.