

# Innermost Terms & Conditions of Trading

January 2023

- 1.** In these conditions the "Company" means Innermost Ltd. The "Customer" means the persons, firm, company or agent ordering the Goods or Services. The "Goods" means the items sold by the Company to the Customer and listed on the Company's quotations, estimate or invoice or requested verbally by the customer. "Services" means any service or action provided by the Company.
- 2.** All orders are accepted and executed on the understanding that the Customer is bound by these Terms & Conditions of Trading. Where there is any inconsistency between these Terms & Conditions of Trading and any conditions which the customer seeks to impose then these Terms & Conditions of Trading shall prevail unless otherwise agreed in writing by a director of the Company.
- 3.** All offers and quotations are subject to written confirmation by the Company and no employee has the authority to bind the Company in advance of such confirmation. Price Lists are based upon prices ruling at the time of quotation but the Company reserves the right to invoice at prices ruling at the time of dispatch where this is later than the date of the quotation. Quotations are made exclusively of VAT, packing and delivery charges unless otherwise stated, and on a strict net price basis. The Company reserves the right to refuse the Customer's acceptance of a quotation unless such a quotation is stated to be open for a specific period and is not withdrawn within such period.
- 4.** Catalogue, price lists, and other advertising matter are only an indication of the type of goods offered and no particulars therein shall be pending on the Company. All prices quoted therein are subject to alteration or withdrawal from time to time without notice. All goods will be supplied as specified subject to availability of materials. Where specified materials are not available the Company reserves the right without further notice to substitute other materials. All descriptive specifications and drawings, all particulars of weight and dimensions and all forwarding specifications issued by the Company are approximate only.
- 5.** Carriage within the UK will be charged at standard rates provided delivery is required in one shipment within mainland UK. Beyond this carriage quoted with order.
- 6.** The right is reserved to refuse orders or suspend delivery of any order from time to time if any account is in arrears. The Company reserves the right to accept or refuse orders. The Company also reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Customer's commitment with the Company not being met or if the Company is of the opinion that such commitments will not be met by the Customer. With regard to orders for goods which the Company does not stock and therefore makes or procures specifically for the Customer, the Company can accept neither the cancellation of any such order nor the return of any such goods.
- 7.** All Goods & Services are normally invoiced within 24 hours of dispatch to the Customer. Unless otherwise stated in writing, terms are strictly net, and payment is due 30 days after the date of invoice. Customers wishing to establish a credit account must meet satisfactory independent credit checks.
- 8.** Goods lost or damaged in transit, or any items delivered in error, will be replaced or repaired at no charge provided written notification of such damage or loss is made by the Customer to the Company so that such notification is received within 7 working days of the 'Delivery Note' or 'Invoice' date. If the Customer fails to give such notice the goods shall be deemed to be, in all respects, in accordance with the contract and the Customer shall be deemed to have accepted the goods.
- 9.** In the event of the Customer failing to comply with terms of payment (or amended terms of payment where amendment has taken place) the Company shall have the right to declare the contract dissolved without prejudice to claims for compensation or payment for goods already delivered. All the goods and services delivered by the Company remain the unalienable property of the Company at all times, even if they have been passed on to a third party, if the Customer has not fulfilled all their obligations to the Company under these Terms & Conditions of Trading. Title in the goods and services shall pass to the Customer only when payment has been made in full and the Customer shall permit the servants or agents of the Company to enter on to the Customer's premises and to repossess the goods any time prior there to.
- 10.** Any time or date for delivery given by the Company is an estimate only. Where a period is named for delivery, the Company will use its best endeavour to effect delivery by the day specified but shall not be liable in any way for delay in delivery arising from any cause whatsoever. Refusal by the Customer to accept delivery will constitute a breach of contract. If by reason of instruction or lack of instructions from the Customer delivery in accordance with the contract is delayed for 14 days after the Customer has been notified that the goods are ready for dispatch, the Company shall arrange for storage and the goods shall be deemed to be invoiced and delivered. The Customer shall be liable for a reasonable charge for storage. The Company shall have option to reclaim such goods two months after notification without prejudice to any rights to claim completion, damages or settlement under the contract.
- 11.** No goods can be returned for credit or replacement without prior consent. Such returns agreed must be securely packed and received in a saleable condition in their original cartons and must be covered in the Customers written advice, quoting the Companies invoice number, date and the reason for return. Chargeable repairs will be invoiced at cost plus carriage. Any repairs found to be necessary due to tampering with the Goods will be charged.
- 12.** Orders are accepted on the understanding that cancellation requests must be submitted to the Company in writing. Consent to cancellation will not be granted unless adequate notice is given to enable the Company to avoid loss in respect of commitment entered into against the order or unless suitable compensation is agreed and paid. This value would be a minimum of 40% of the contract figure.
- 13.** Every reasonable attempt shall be made by the Company to maintain the specifications laid down by the Company in its literature relating to specific products (including drawings etc.) and to meet the requirement specified by the Customers order or drawing. However, the Company shall not be responsible for any loss or damage arising from failure, nor will any liability be accepted for the consequences of any deviation from specification not notified to the Company in writing within 10 days of the receipt by the Customer of a sample or of the first delivery of the goods, which ever shall be sooner.
- 14.** All Company manufactured goods are covered by a 36 month guarantee limited to their repair or replacement upon return to the Company after failure due to fair wear and tear. We can give no guarantee on other goods other than that given by the manufacturers concerned, but will do everything in our power to protect the interests of the Customer.
- 15.** All patentable materials that may be originated by the Company during the development of a project shall remain the property of the Company unless an agreed fee is paid which shall be deemed to include assignment of such rights.
- 16.** The Customer shall indemnify the Company against all costs, claims or damages incurred or threatened arising out of any alleged infringement of patents, trademarks or copyright occasioned by the manufacture or sale of goods made to the specification or special requirements of the Customer.
- 17.** The Company shall be entitled to claim authorship of a design for which it has been responsible. The Company's consent shall be obtained before the Company's name or logo is reproduced on any finished product or otherwise published.
- 18.** Legally, copyright or other intellectual property rights in all goods, services, sketches, drawing or models, is the property of the Company unless otherwise assigned in writing.
- 19.** The Company does NOT grant the Customer permission to use images or diagrams supplied by the Company of their Goods on internet auction websites like eBay etc.
- 20.** The Company is entitled to make an additional charge for any work required in advance of an agreed timetable and for any agreed shortening of the contract period.
- 21.** In the event of any dispute arising out of these Term & Conditions of Trading being settled by arbitration then the provision of the Arbitration Act 1950 to 1996 shall be deemed to prevail. Any agreement incorporating the Terms & Conditions of Trading shall be governed by and be read and construed in accordance with English Law.
- 22.** The Company reserves the right to amend these Terms & Conditions at any given time and without prior notice.
- 23.** The Customer's acceptance of any quotation or order confirmation confirms their agreement to comply with all the Terms & Conditions as set out above.