

TERMS & CONDITIONS OF SALE

1. Interpretation

1.1 BUYER means the person who accepts a quotation from Tetenal for the sale of Goods or whose order for the Goods is accepted by Tetenal.
GOODS means the goods (including any instalment of the goods or any parts for them) which Tetenal is to supply in accordance with these Conditions.
TETENAL means Tetenal Limited, 2 Meridian West, Meridian Business Park, Leicester, LE19 1WX.
CONDITIONS means the standard terms and conditions of sale set out in this document and (unless the context or otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Tetenal.
CONTRACT means the contract for the purchase and sale of the Goods.
WRITING includes telex, cable, facsimile transmission and comparable means of communication.

2. Basis of the Sale

2.1 Tetenal shall sell and Buyer shall purchase the Goods in accordance with any quotation of Tetenal which is accepted by the Buyer, or any written order of the Buyer which is accepted by Tetenal, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and Conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made, by the Buyer.
2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representative of the Buyer and Tetenal.
2.3 Tetenal's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Tetenal in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
2.4 Any advice or recommendation given by Tetenal or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Tetenal is followed or acted upon entirely at the Buyer's own risk, and accordingly Tetenal shall not be liable for any such advice or recommendation which is not confirmed.
2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Tetenal shall be subject to correction without any liability on the part of Tetenal.

3. Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by Tetenal unless and until confirmed in Writing by Tetenal's authorised representative.
3.2 The Buyer shall be responsible to Tetenal for the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Tetenal any necessary information relating to the Goods within a sufficient time to enable Tetenal to perform the Contract in accordance with its terms.
3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in Tetenal's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by Tetenal).
3.4 Tetenal reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, which do not materially affect their quality or performance.
3.5 No order which has been accepted by Tetenal may be cancelled by the Buyer except with the agreement in Writing of Tetenal and on terms that the Buyer shall indemnify Tetenal in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Tetenal as a result of cancellation.

4. Price of the Goods

4.1 The price of the goods shall be Tetenal's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Tetenal's published price list current at the date of acceptance of the order.
4.2 Tetenal reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to Tetenal which is due to any factor beyond the control of Tetenal (such as without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions to the Buyer or failure of the buyer to give Tetenal adequate information or instructions.
4.3 Except as otherwise stated under the terms of any quotation or in any price list of Tetenal, and unless otherwise agreed in Writing between the Buyer and Tetenal, all prices are given by Tetenal on an ex works basis, and where Tetenal agrees to deliver the Goods otherwise than at Tetenal's premises, the Buyer shall be liable to pay Tetenal's charges for transport, packaging and insurance. Without prejudice to the above, and in any event Tetenal reserves the right to charge carriage at cost for all deliveries of Goods with a value of less than £250 (£399 online) or €500 for Southern Ireland.
4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Tetenal.
4.5 All prices shown as trade, list price.

5. Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and Tetenal, Tetenal shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event Tetenal shall be entitled to invoice the Buyer for the price at any time after Tetenal has notified the Buyer that the goods are ready for collection or (as the case may be) Tetenal has tendered delivery of the Goods.
5.2 The Buyer shall pay the price of the Goods within the agreed credit terms stated on the invoice, and Tetenal shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
5.3 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to Tetenal, Tetenal shall be entitled to:
5.3.1 cancel the contract or suspend any further deliveries to the buyer;
5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and Tetenal) as Tetenal may think fit (notwithstanding any purported appropriation by the Buyer);
5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per annum above the Bank of England's minimum lending rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
5.3.4 recover the full invoice price of the Goods.

6. Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at Tetenal's premises at any time after Tetenal has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by Tetenal, by Tetenal delivering the Goods to that place.
6.2 Any dates quoted for delivery of the goods are approximate only and Tetenal shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Tetenal in Writing. The Goods may be delivered by Tetenal in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Tetenal to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
6.4 If Tetenal fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Tetenal's reasonable control or the Buyer's fault, and Tetenal is accordingly liable to the Buyer, Tetenal's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
6.5 If the Buyer fails to take delivery of the Goods or fails to give Tetenal adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's control or by reason of Tetenal's fault) then, without prejudice to any other right or remedy available to Tetenal, Tetenal may:
6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of any storage; or
6.5.2 sell the goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract.
6.6 The Buyer is responsible for any forward sale and/or delivery to a third party. Tetenal do not accept any liability for shortage, loss, damage and delivery time.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
7.1.1 in the case of Goods to be delivered at Tetenal's premises, at the time when Tetenal notifies the Buyer that the Goods are available for collection; or
7.1.2 in the case of Goods to be delivered otherwise than at Tetenal's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when Tetenal has tendered delivery of the Goods.
7.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions, the property in the Goods shall not pass to the Buyer until Tetenal has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by Tetenal to the Buyer for which payment is then due.
7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Tetenal's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Tetenal's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.
7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Tetenal shall be entitled at any time to require the Buyer to deliver up the Goods to Tetenal and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Tetenal, but if the Buyer does so all moneys owing by Tetenal to Tetenal shall (without prejudice to any other right or remedy of Tetenal) forthwith become due and payable.

8. Liability

8.1 Tetenal shall be under no liability in respect of any defect in the Goods arising from any drawing, design, or specification supplied by the Buyer.
8.2 Tetenal shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Tetenal's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Tetenal's approval.
8.3 Tetenal shall be under no liability whatsoever and howsoever caused if the total price for the goods has not been paid by the due date for repayment.
8.4 Tetenal shall be under no liability in respect of any parts, materials or equipment not manufactured by Tetenal in respect of which the Buyer shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer to Tetenal.
8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to Tetenal within 7 days from the date of delivery. If delivery is not refused, and the Buyer does not notify Tetenal accordingly, the Buyer shall not be entitled to reject the Goods and Tetenal shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Tetenal in accordance with these Conditions, Tetenal shall be entitled to replace the Goods (or the parts in question) free of charge or, at Tetenal's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but Tetenal shall have no further liability to the Buyer.
8.7 Except in respect of death or personal injury caused by Tetenal's negligence, Tetenal shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of Tetenal its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of Tetenal under or in connection shall not exceed the price of the Goods, except as expressly provided in these Conditions.
8.8 Tetenal shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Tetenal's obligations in relation to the Goods. If the delay or failure was due to any cause beyond Tetenal's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Tetenal's reasonable control:
8.8.1 Act of God, explosion, flood, tempest, fire or accident;
8.8.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
8.8.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
8.8.4 Import or export regulations or embargoes;
8.8.5 Tetenal shall not be liable for any claims by a buyer as a result of a dispute connected with any forward sale and/or delivery of goods originally supplied by Tetenal to a third party including liability for shortage, loss, damage or delivery times.

9. Insolvency of Buyer

9.1 This clause applies if:
9.2 The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
9.3 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
9.4 The Buyer ceases, or threatens to cease, to carry on business; or
9.5 Tetenal reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
9.6 If this clause applies then, without prejudice, to any other right or remedy available to Tetenal, Tetenal shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Jurisdiction

The Contract and the Conditions shall be governed by the Laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

Safety

All Tetenal products are labelled according to chemical laws regarding dangerous goods. The possible dangers are clearly highlighted on the product labels through warnings symbols, descriptions and advice. Protection measures are also given in the safety advice, as well as concentration levels of the delivered products. All safety instructions must be observed when using the products, and containers must be clearly labelled. Products should be kept out of children's reach and stored away from food and drink. Protective measures should also be taken when using these products.
Always use protective gloves and glasses where required. Ensure that you use these products in a well ventilated area.

All requests for Health & Safety data sheets should be made to:
Health & Safety Officer, Tetenal Limited, 2 Meridian West, Meridian Business Park, Leicester LE19 1WX

Transport

Tetenal ensures that all transport laws regarding dangerous goods are observed and practiced. The statutory warning label of an orange cross on a black background is clearly marked on all products.

Payment Terms

We accept all these major credit cards. At present we are unable to accept American Express or Visa Electron cards.



Returns Policy

Any faulty goods must be notified and returned within 7 days of the invoice date.

Data Protection

Tetenal Ltd work within all current data protection legislation with regards to our business dealings with you.
Data is collected and processed via your transactions with Tetenal Ltd, in accordance with current legislation, and the permissions you allocated to us during the opt-in process.
As part of the current legislation you have the right to have your personal details removed from our systems for future communications. We will continue to hold contact data which is relevant to previous transactions and which may be requested by HMRC or where the company concerned still owes monies to Tetenal Ltd.
If you wish to have your data removed from our systems please contact marketing@tetenal.uk.com

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Managing Director: Mike Fawcett
Financial Director: Mark Norman
Sales Director: Phil Barker
Operations Director: Verity Adkin

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