

Terms and Conditions

These conditions alone shall govern and be incorporated in every contract for the sale of goods or on behalf of Project Distribution Ltd ("the company") with any customer ("the customer")

All contracts of sale made by or on behalf of the company are subject to these conditions, unless they are excluded or varied by express written agreement between the company and the customer. In particular, the company accepts the customer's order for goods from the company shall be conclusive evidence before any court or arbitrator that these conditions apply to the sale of such goods.

1. Formation of Contract

No binding contract shall be deemed to have been effected until confirmed in writing by the Company by an acknowledgement of order or otherwise; quotations, price lists and other publications of the company shall not constitute offers.

2. Applications of Conditions

Contracts are accepted only upon and subject to the following Conditions of Sale. Unless expressly accepted in writing, any terms or conditions contained in any written or printed document of the Purchaser, inconsistent with or in any way qualifying these conditions, shall not apply.

3. Price Variation

Prices charged and discounts given will be those current at date of delivery.

4. Price and Payment

1) Selling prices are subject to alteration without prior notice and the company reserves the right to invoice at the prices ruling at the date of dispatch of the goods to take account of any increase in the cost to the company which is due to any factor beyond the company's control (including without limitation any foreign exchange fluctuations, currency regulations, alteration of duties, significant increases in the cost of labour material or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the customer or any delay caused by instructions of the customer or failure of the customer to give the company adequate information or instructions notwithstanding the fact that some other price may have been quoted to the customer.

2) All prices quoted to the customer are based on the full quantities specified by the customer and the company reserves the right to revise prices in the event of any quantities being reduced for whatever cause.

3) Terms of payment are strictly net, if not otherwise agreed separately in writing or marked on the front of the invoice

4) If the price of goods is not paid in full to the company within that period, then (without prejudice to any of the company's other rights and remedies in respect of such breach).

1) The company shall be entitled to recover the price of the goods from the customer by action even though property of the goods has not yet passed to the customer in accordance with the provisions of paragraph 9 below;

2) All other sums owing or incurred by the customer to the company but not already due for payment shall thereupon become due and immediately payable in full;

3) The customer shall pay interest on all sums due unpaid at the rate of 3% above Lloyds TSB base rate from time of purchase until payment is received by the company.

5. Warranty

For a Period of one year from delivery or as stated otherwise, the Company will replace components thereof found to be defective in the reasonable opinion of the Company through faulty workmanship of materials. All labour cost involved in effecting such replacements or repairs shall be borne by the Purchaser. (Optional labour warranties are usually available at the point of purchase). The Purchaser shall give the Company immediate written notice of any claim that the goods are not of stated quality in order to enable the Company to investigate the complaint before the goods are returned to the Company. Any warranties or conditions, statutory or otherwise, as to quality or fitness for any purpose except where specifically stated are excluded and except as provided for in these conditions, the Company shall accept no claim for consequential loss, damage, injury or other liability. Defects in quality or dimension in any delivery shall not be a ground for cancellation of the remainder of the contract by the Purchaser.

Where a parts and labour warranty is applicable it covers the attention and replacement of parts due to mechanical breakdown. Incorrect operation, negligence, cleaning, programming, adjustments, and issues affected by a third party are not covered. In such cases a charge will be made. Where a parts only warranty is applicable, a charge will be made for the labour content. 'Dead on Arrival' cases should be advised within 24 hours of delivery. Under no circumstances are we liable for consequential loss. Each request for service will be assessed at the point of the request whether to send out a service contractor or whether to replace the unit. In the case of replacement, a service exchange or B grade product subject to the unit's age may replace it. We will attempt to attend or resolve service requests within seven days. Some items within are sold with manufacturer's warranty and are subject to the terms and conditions of the manufacturer. Where items carry a back to base warranty, postage for warranty returns is payable by the customer.

6. Specifications

All descriptive specifications, literature, drawings, etc, submitted with the Company's quotations are approximate only, as is the descriptive literature contained in any catalogue of the Company, price list and other advertising matter.

7. Copyright

All drawings and specifications prepared by the Company shall remain the property of the Company and any drawings arising shall belong to the Company.

8. Delivery

Any time for delivery quoted by the Company will run from receipt by the Company of a written order from the Purchaser, together with receipt of all relevant information. The Company will endeavour to dispatch goods on any date quoted but will accept no liability for failure to do so. Delivery will be made anywhere in the U.K. as specified in the contract. Where a period is agreed for delivery and such period is not extended by agreement between the parties or under the provisions of conditions 11 hereof, the Purchaser shall take delivery within that period. Failure to do so shall render the Purchaser liable for any costs incurred by the Company as a result of such failure. It is the customer's responsibility to ensure that goods can be delivered successfully; i.e. door access, lifting. All damages and shortages must be signed as damaged or short, and reported at the point of delivery, as claims are invalid after 24 hours. Deliveries signed for as received in good condition or unchecked will be the customer's responsibility. Once they have been signed for in this manner, any claims for damage or shortages will be rejected. (We will attempt to resolve any damages issues, but after 24 hours there will be no possibility of pursuing a warranty claim). Our returns policy is that unused items can be returned in the original packaging subject to a 25% restocking charge and collection costs. All products are sold on a supply only basis. Installation, commissioning and positioning may be available as an extra cost option.

9. Title

1) Notwithstanding delivery and the passing of risk, property in the goods shall remain in the company until the company receives payment in full by or on behalf of the customer of all sums (whether in respect of the goods or otherwise howsoever) due owing or incurred at the time such payment is received from the customer or by the company at which time (and not earlier) property in the goods shall pass to the customer.

2) Until property in the goods passes to the customer, the customer shall be the bailee of the goods for the company and shall store the goods securely, safely, separately from the customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the company. The company's consent to the customer possession of the goods and any right the customer may have to possession of the goods shall cease at whichever is the earliest of the following events:

1) If any sum (whether in respect of the goods or otherwise howsoever) is not paid to the company by or on behalf of the customer on or before the date when it is due;

2) If the customer, not being a company, applies for an interim order or proposes a voluntary arrangement with the customer's creditors under part VIII of the insolvency act 1986 or does or fails to do anything which would entitle a petition for a bankruptcy order to be presented.

3) If the customer, being a company, does or fails to do anything which would entitle any person to appoint a receiver of the whole or any part of the customer's assets or which would entitle any person to present a petition for an administration order or the winding up of the customer

4) The company may for the purpose of inspecting or recovering its goods enter upon any premises where they are stored or where the company reasonably believes them to be stored

5) While the customer is in possession of the goods with the company's consent (but not otherwise), the customer may re-sell the goods provided that such sales is in the ordinary course of the customer's business and is at the price not less than the price paid or payable by the customer to the company for the goods

10. Claims for damages in transit or shortage of delivery

No claim under the above heading will be accepted unless notice is given in writing both to the Carrier and the Company at point of delivery, followed by a detailed claim not more than ten days from receipt. If goods are accepted from a Carrier without checking and signed as received in good condition, no claim whatsoever can be accepted by the Company.

11. Claim for loss of goods

No claim under the above heading will be accepted by the Company unless notice is given in writing both to the Carrier and to the Company and a detailed claim is submitted by the Purchaser not more than fourteen days after the date of consignment.

12. Suspension of deliveries

Deliveries may be wholly or partially suspended and the time of such suspension added to the time of contract in the event of a stoppage, delay or interruption of work in the establishment of either the Company, the Purchaser or a supply manufacturer during the delivery period as a result of strikes, lockouts, trade disputes, plant breakdown, accident or any cause whatsoever beyond the control of the Company or the Purchaser respectively. During such a period of total or partial suspension of delivery the Purchaser may give to the Company written notice of his wish to purchase elsewhere at his own cost and risk, such quantities of the contract goods as may be necessary to cover his current requirements and the Company will consider whether it may give permission for this to be done. Irrespective of whether the Purchaser makes any such arrangements as aforesaid or not, the Company shall not be under any liability arising out of the Company's failure to deliver.

WEEE

Our listed prices are based on you, the dealer, opting out of WEEE. If you wish to opt in to WEEE additional charges apply. Where Project is considered to be the distributor, a charge will be levied at the amount dictated by the producer.

If an end user requests for an end of life product to be collected, the end user should contact the appropriate producer or the producer's scheme agent. Where we are considered to be the producer, the end user should contact B2B on 01691 676124 or action@b2bcompliance.org.uk.

Through B2B, Project will be responsible for the recycling of any product you have purchased from Project before April 2007 as long as you are replacing with a new and similar product you are purchasing from Project, or any product that has come to the end of its useful life where Project is considered to be the producer and has been purchased from Project after July 2007 and it carries the wheelie bin logo. NB collections will be conducted at a separate from the delivery time.