

Terms and conditions for the sale of goods

Interpretation

1. In these conditions:- Buyer: Shall mean the person who accepts a quotation of the seller for the purchase of the goods or whose order for the goods is accepted by the seller.

Goods: Means the goods (including any installment of the goods or any parts for them) which the seller is to supply in accordance with these conditions.

Seller: Means Metrodent Limited (registered number 320774) who's registered office is at:

Lowergate Works,
Lowergate,
Paddock,
Huddersfield
HD3 4EP

Conditions: Means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the buyer and the seller.

Contract: Means the contract for the purchase and sale of the goods.

Basis of sale

2. (1) The seller shall sell and the buyer shall purchase the goods in accordance with any order of the buyer which is accepted by the seller, 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 order is made or purported to be made by the buyer.
2. (2) Brochures advertising and other promotional material issued by or on behalf of the seller do not form part of the contract nor (as the buyer admits) does any statement contained therein constitute a representation or warranty on which the buyer has relied in entering into the contract.

Orders and specifications

3. (1) The quantity, quality and description of and any specification for the goods shall be those set out in the buyers order.
3. (2) No order which has been accepted by the seller may be cancelled by the buyer except with the agreement in writing of the seller and on terms that the buyer shall indemnify the seller 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 the seller as a result of the cancellation.

Contract price

4. (1) The price of the goods shall be the sellers quoted price or, when no price has been quoted (or a quoted price is no longer valid), the price listed in the sellers published price list current at the date of acceptance of the order. All prices quoted may be altered by the seller without giving notice to the buyer.
4. (2) The seller reserves the right, by giving notice to the buyer at any time before delivery of the goods, to increase the price for the goods to reflect any increase in the costs to the seller of supplying the goods in accordance with the terms of the contract which is due to any factor beyond the control of the seller (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 of the buyer or failure of the buyer to give the seller adequate information or instructions.
4. (3) The buyer shall be liable to pay the seller's charges for transport, packaging and insurance of the goods on all orders not exceeding one hundred and pounds (£100.00) in the aggregate.
4. (4) The price is exclusive of any applicable value added tax, which the buyer shall be additionally liable to pay to the seller.

Terms of payment

5. (1) The buyer shall pay the price for the goods on or before the end of the calendar month immediately following that in which the seller's invoice was issued, notwithstanding that delivery of the goods may not have taken place and that property in the goods has not passed to the buyer. The time of payment of the price shall be of essence of the contract, receipts for payment will be issued only upon request.
5. (2) If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to: A. cancel the contract or suspend any further deliveries to the buyer and B. appropriate any payment made by the buyer to such of the goods (or to goods supplied under any other contract between the buyer and the seller) as the seller may think fit (not with standing any purported appropriation by the buyer).

Delivery

6. (1) Delivery of the goods shall be made by the seller delivering the goods to such place as the buyer may specify or (in default of such specification) to the buyers principal place of business.
6. (2) Any dates quoted for delivery of the goods are approximate only and the seller shall not be liable for any delay in deliver of the goods how so ever caused. Time for delivery shall not be of the essence unless previously agreed by the seller in writing.

Goods supplied on approval

7. (1) If the goods are supplied on approval the buyer shall not be entitled to return the same unless it does so within fourteen days of the date of delivery of the goods and the same are received undamaged by the seller.
7. (2) If the buyer shall fail to so return the goods or shall so return the goods but in a damaged condition, the seller shall be entitled forth with to issue an invoice for the goods.
7. (3) The buyer shall bear the cost of transport, packaging and insurance when returning to the seller goods which have been supplied on approval.

Returns

8. Returns will only be accepted with a returns authorisation number obtained from the seller in a resalable condition and in original packaging.

Risk and property

9. (1) Risk of damage to or loss of the goods (including goods supplied on approval) shall pass to the buyer at the time of delivery or (if the buyer wrongfully fails to take delivery of the goods) the time when the seller has tendered delivery of the goods provided that in either case the goods shall be unloaded from transport at the risk of the buyer.
9. (2) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions the property in the goods shall not pass to the buyer until the seller 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 the seller to the buyer for which payment is due.
9. (3) Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as the seller's fiduciary agent and bailee and shall keep the goods separate from those of the buyer and third parties and property stored, protected and insured and identified as the sellers property. Until that time the buyer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to the seller for the proceeds of sale or otherwise of the goods, whether tangible or intangible including insurance proceeds separate from any monies or property of the buyer and third parties and, in the case of tangible proceeds, properly stores protected and insured.
9. (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) the seller shall be entitled at any time to require the buyer to deliver up the goods to the seller and if the buyer fails to do so forthwith to enter upon any premises of the buyer or any third party where goods are stored and repossess the goods.
9. (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 the seller, but if the buyer purports to do so all monies owing by the buyer to the seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
9. (6) Disposal of electrical equipment purchased from Metrodent: This is to state that any electrical or electronic equipment sold by Metrodent Limited must be disposed of and recycled by the client.

Warranties and liabilities

10. (1) Subject to conditions set out below the seller warrants that the goods will correspond with their specification and will be of merchantable quality at the time of delivery.
10. (2) Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
10. (3) 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 the seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the buyer does not notify the seller accordingly the buyer shall not be entitled to reject the goods and the seller 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 supplied in accordance with the contract.
10. (4) 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 the seller in accordance with these conditions, the seller shall be entitled to replace the goods (or the part thereof in question) free of charge or, at the seller's sole discretion, to refund to the buyer the price for the goods (or a proportionate part of the price), but the seller shall have no further liability to the buyer.
10. (5) Except in respect of death or personal injury caused by the seller's negligence, the seller shall not be liable to the buyer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the seller 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.

Insolvency of buyer

11. (1) This condition applies if: A: the buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation. B: an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the buyer. C: the buyer ceases to carry on business.
11. (2) If this condition applies then, without prejudice to any other right or remedy available to the seller, the seller 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.

General

12. The contract shall be governed by the laws of England and the buyer and the seller shall submit to the exclusive jurisdiction of the English Courts.

Trading Terms

The conditions of sale set out apply to all sales whether of goods or services.

In accordance with such conditions: Prices are subject to alteration without notice.

Carriage paid on orders over

£100 up to 35 Kg

£500 up to 150 Kg

UK Mainland only.

Goods sent on approval will be charged unless returned within fourteen days. No claims will be considered after seven days from the date of the invoice.