

# SAFPRO TERMS AND CONDITIONS

## 1. Requests for Samples/Sizing Sets

- 1.1 Samples/sizing sets of stocked items will be invoiced and will be credited if returned by you in their original packaged condition within 30 days of our invoice date.
- 1.2 Requests for samples/sizing sets made to your own specification (i.e special made) will only be produced on receipt of your official order number. These are non-returnable.

## 2. Terms of Payments

- 2.1 Terms of payment are 30 days nett monthly unless otherwise agreed. If there is a payment default Safpro shall be entitled to:
  - A) Stop the processing of all new orders.
  - B) Withhold any outstanding orders.
  - C) Review the Purchaser's credit limit.
- 2.2 No payment will be deemed as received until Safpro have received cleared funds.
- 2.3 If a cheque is received and returned by the purchaser's bank as unpaid, the purchaser will also indemnify Safpro in respect of all bank charges incurred by Safpro.
- 2.4 If an increased credit limit is requested by the 'purchaser', a new credit account application may be requested by Safpro to determine the increased limit.
- 2.5 In the event that any sums owed to a Safpro under a contract remains outstanding after the due date for payment, Safpro shall be entitled to charge interest on the overdue amount at the statutory rate and otherwise in accordance with the late payment of commercial debts (interest) act 1998 (as amended).
- 2.6 All goods remain the property of Safpro until paid for in full.

## 3. Process and Delivery of Orders

- 3.1 The purchase order is a binding contract between the seller and the purchaser.
- 3.2 All orders received without a purchase order number will not be processed. On request of payment of an invoice, Safpro will not investigate or re-issue an invoice if this has been the error of the requester.
- 3.3 Unless you order and collect the goods from one of our trade counters, we will deliver them in accordance with your order.
- 3.4 You must do all that you reasonably can to enable delivery to take place at the given time and advised place. If delivery fails as a result of circumstances within your control, the cost of any re-delivery shall be borne by you.

## 4. Price Proposals

- 4.1 Safpro reserves the right to increase prices so long as they have given the purchaser 30 days written notice.
- 4.2 On occasion, the prices payable for goods advertised on our website may differ from those prices offered in the then current catalogue or in one of our trade counters, and we are under no obligation to honour any web site price if there is such a difference. Occasionally, we advertise goods at a promotional price; you must quote the relevant promotion code, otherwise you may be charged the full price.
- 4.2 All prices exclude current appropriate VAT rate.
- 4.3 Safpro may amend or withdraw a Price Proposal at any time until it receives notice of the Customer's acceptance.
- 4.4 These terms and conditions, together with the relevant Price Proposal and any others agreed in writing as applicable, shall apply to each contract for the sale and purchase of the products to the exclusion of any other terms and conditions (including without limitation any purchase terms and conditions of the Customer). In the event of an inconsistency or conflict between these terms and conditions and any other terms and conditions which the parties have agreed in writing are applicable, these terms and conditions shall prevail unless otherwise agreed by the parties in writing.

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## 5. Design Service

5.1 Artwork, design visuals or illustrations can be produced on receipt of your official order number.

5.2 If the customer requires any branding to be incorporated into the product and approves a sample the change after ordering shall be irrevocable.

## 6. Guarantee

6.1 All goods sold by Safpro are guaranteed against faulty workmanship and material defects.

6.2 If any of the products do not conform to clause 6.1, Safpro will repair, replace or credit all or part of the invoice value.

## 7. Goods Returned

7.1 Goods returned for whatever reason must be accompanied by a completed authorisation form which is available from the company. **Please note: Goods marked with a company logo or name are non-returnable.**

7.2 Goods returned within 30 days of delivery that are not deemed by Safpro as faulty will be subject to a 10% restocking charge if a Safpro stock item and if a non-stock item will come under the terms of the supplier or manufacturer.

## 8. Product Specification

8.1 The right is reserved to alter product specification without notice, but only in line with our company policy of continuous improvement.

8.2 The customer shall not alter, remove any part, obscure or interfere with any of branding on their product or packaging.

## 9. Sizes

9.1 Measurements stated in our catalogue price lists, correspondence and quotations are subject to normal manufacturing allowances.

## 10. Claims

10.1 For damages, pilferage in transit, or non-delivery of all part the consignment, claims must be notified to us within 3 days of delivery or receipt of invoice. Claims that fall outside this time limit are invalid.

10.2 Any claim for under performing product shall be reasonably defended by Safpro and permitted to enforce its rights for the claim to be lodged with the manufacturer of the product not the distributor.

## 11. Reservation of Title

11.1 Means that all goods remain the property of Safpro until paid for in full.

## 12 Liability

12.1 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. This will not in any event include losses related to any business of yours, such as loss of profits or business interruption, time, neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions.

12.2 Goods are intended for the UK and Europe only and will not conform to any standards that are not shown on the product.

12.3 All goods are sold in accordance with the manufacturer's specification and are subject to any inspections, certifications, specifications, qualifications associated with the goods.