

Gas Safe Gear – Terms & Conditions

Providing equipment solutions for our customers

Gas Safe Gear is hereafter referred to as “The Company”.

Acceptance

The acceptance of an order by the Company will be exclusively subject to these conditions that shall accordingly take precedence over and exclude any terms or conditions that the purchaser may purport to introduce, even if such conditions contain a condition similar to this one.

Pricing

All prices are subject to VAT at the prevailing rate in force on the date of delivery.

All quotations for delivery are for the hours 08.00 – 17.00, Monday – Friday. Deliveries outside of these hours are chargeable at a prevailing rate.

Prices quoted in a quotation or price list are subject to variation by the Company without notice.

Liability

Under no circumstances will the Company be liable to the purchaser for any loss of profit or any other indirect or consequential damage or injury attributable to defects in the goods or otherwise in relation to the performance of any contract entered into between the Company and the purchaser.

Cancellation

The purchaser shall be liable for any non-recoverable costs incurred by the Company should the customer cancel any order it has placed with the Company. All cancellations must be confirmed in writing within 48 hours of any verbal notification and in any case must be within 7 days from the date of delivery.

Delay

If the purchaser seeks to extend or delay delivery of goods, or refuses to accept delivery at the agreed time, the company reserves the right to invoice the purchaser from the date of the original expected delivery date and reserves the right to make a charge for disruption, loss of profit, storage costs or additional transportation costs because of the purchasers actions.

Short or incorrect delivery and defective or damaged goods

Claims for short delivery or delivery where the goods do not conform to the delivery note must be made within 24 hours of receipt of goods. Claims for defective or damaged goods must be made in writing within 7 days from receipt of goods.

Returns

No returns will be accepted without the prior consent of the Company. Any item that has been specially manufactured to order cannot be returned once ordered, except for instances of damage or defectiveness. Any accepted goods returned must be in their original packaging and in a re-saleable condition.

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Payment Terms

For existing customers, payment terms are strictly 30 days from the date of invoice. For new customers payments must be received prior to release of an order. Any variation from this must be obtained in writing from the Company.

Overdue payments

The Company reserves the right to withdraw credit account facilities where accounts are not settled by the due date, all invoices, whether or not due for payment, will then become due for payment. The Company reserves the right to charge interest at 1% per day on overdue invoices.

Title of Goods

Until the purchaser has paid the Company the full purchase price of the goods: -

The ownership of the goods shall not pass to the purchaser.

The purchaser shall be entitled to sell the goods in the ordinary course of business on the basis that, to the extent permitted by law, the proceeds of sale shall be the property of the seller.

Warranties

Where the Company supplies goods to the purchaser with any applicable warranty as provided by its Suppliers, such warranties will only be valid as against the Company where the Company is able to pursue such warranty claims with its Supplier. In any case where the Supplier of the goods to the Company is unable to fulfil such warranties there shall be no obligation upon the Company to honour such warranty to the Purchaser.

