



# eyeheight

## Terms & Conditions

### 1. General

All quotations given and contracts of sale are made subject to these terms and conditions unless specifically agreed to in writing by an authorised officer of ("The Company"). Acceptance of delivery of any goods or services by the purchaser ("The Customer") will be deemed as acceptance of these conditions. These terms and conditions shall be governed in accordance with English Law.

### 2. Specification

Goods supplied to the Customer by the Company shall be supplied in accordance with the manufacturer's standard specifications. However, the Company reserves the right to make such improvements and/or modifications in such specifications without prior notice to the Customer and/or to provide substitutes as the Company and/or its suppliers consider desirable in the circumstances, and in any event, in the Company's absolute discretion.

### 3. Guarantee

The Company guarantees that all products purchased will be free of defects in manufacture or materials. Please enquire for the period of time this is applicable. Goods may only be returned under guarantee when a returns number has been issued by the Company and this must be clearly written on the return packaging and advice note. This is subject to the Customer returning the goods return carriage pre-paid to the Company in the original box for replacement or refund, as decided by the Company. In no event will the Company be liable for any incidental or consequential damage resulting from defects in the goods supplied.

### 4. Delivery

The delivery dates quoted are not to be regarded as being of the essence of any contract and are estimates only and may vary. The Company reserves the right to make partial deliveries. The Company will only be liable for shortages, or non-delivery of goods if notified in writing within seven days of receipt of goods or invoice. Damaged goods must be notified verbally within 24 hours from receipt of goods.

### 5. Cancellation or Returns

Returns or cancellation of orders can only be made with the written consent of an authorised officer of the Company and may, at the Company's discretion, be subject to a cancellation charge. Any goods so returned must be undamaged, unopened and fully marketable and quote an authorised returns number.

**eyeheight Limited**

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Surrey SM6 7AH

**Telephone:** + 44 (0) 1923 256 000

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## 6. Payment

Full payment of the invoice is due within 30 days of the date of the invoice. In the event of non-payment, the Company reserves the right to charge interest on a daily basis from the date of invoice at the rate of 2% per month and indefinitely withhold further deliveries due to the Customer. Also in the event of default in due payment the Customer shall indemnify the Company against any legal cost which it may reasonably incur to recover invoiced sums if and to the extent that the Company is not awarded those costs by an Order of the Court.

## 7. Set-Off

When any sums of money shall be recoverable from or payable by the Company to the Customer, the same may be deducted in the Company's absolute discretion from any sum then due or which at any time thereafter may become due to the Company from the Customer. Exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it at law or in equity.

## 8. Prices

All prices quoted or listed in sales literature and catalogues are correct at the date of issue. The Company reserves the right to vary these without further written or verbal notice and to invoice at the price prevailing at the time of despatch. VAT will be added at the rate in force at the date of invoice. All prices quoted are exclusive of delivery charges.

## 9. Risk

Risk or loss and/or damage in the goods shall pass to the buyer upon delivery of the goods by the Company or to the carrier on the buyer's behalf (whichever is earlier).

## 10. Retention of Title

No property or title of goods shall pass from the Company to the Customer unless and until the Customer has made full and complete payment of all monies due to the Company for goods delivered or services supplied. Payment to the Company shall be deemed to have taken place once it has been irrevocably credited to the Company's bank account. Also the Customer shall indemnify the Company against any loss or damage to the goods prior to passing

Name	Signature	Company	Date

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