

## **TERMS AND CONDITIONS OF SALE**

1. Quotations are submitted and orders are accepted subject only to the terms and conditions that follow. These terms supercede any buyer's terms and conditions.
2. Prices are subject to confirmation at the time of order. Prices agreed are exclusive of VAT and delivery charges (subject to paragraph 5 below).
3. Any discounts are subject to adherence by clients to the stipulated and agreed settlement terms on our confirmation of order. Interest will be charged on all overdue accounts at the rate of 2.5% per month or part thereof, and any discounts will be withdrawn. Time shall be of the essence for the purpose of this paragraph.
4. Payment of a deposit of 50% on account is required for any items ordered unless otherwise agreed. 50% balance is payable upon collection or delivery of goods.
5. Delivery:
  - a. The stated delivery time will start from the time payment on account is received.
  - b. Whilst **AVC** will make all reasonable efforts to deliver the goods as soon as possible, delivery time cannot be guaranteed and **AVC** shall not be responsible for any delay in the delivery however caused. **AVC** shall be entitled to make partial deliveries or deliveries by instalment.
  - c. In the event of the client not being able to or refusing to accept delivery, storage charges incurred will be payable by the client.
6. All delivered goods remain the property of **AVC** until the account has been settled in full. Risk shall pass to the purchaser on delivery or attempted delivery of the goods.
7. Claims for damage or defective goods will not be entertained unless made within four days of delivery. Under no circumstances will **AVC** accept liability for indirect economic or consequential loss or damage of any nature arising from any cause. In any event the liability of **AVC** shall be limited to the cost price of the goods.
8. Whilst **AVC** make every effort to maintain the consistency and quality of their goods, minor variations in the colour, design and finish shall not entitle the buyer to terminate the contract or be entitled to any compensation or reduction in the price.
9. **AVC** catalogues and other sales matters are intended to present a general idea of the goods described therein and none of these shall form part of the agreement.