

JOHN J HIGGINS (MAGHERAFELT) LTD TERMS AND CONDITIONS

1. No order shall be binding on the seller until such time as the seller has accepted the order, and until then any price will be a quotation subject to change without notice.
2. Each order or an acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy the Goods subject to these conditions
3. Any order shall only be deemed acceptable by the seller when it proceeds to manufacture, and until such time it shall not be deemed acceptable.
4. Once an order is accepted, the seller reserves the right to amend the price to cover increased costs in manufacture and/or delivery notified to the seller after the time of acceptance, as a result of increased costs of materials, labour, freight and transport, or any tax, fee, or charge imposed by any Government or any competent authority.
5. If the buyer wishes to cancel an order, cancellation notice must be provided in writing by either facsimile or recorded 1st class post. Said notice must reach the seller before production has commenced. Payment terms for orders will be notified in writing to the buyer after they have completed and returned a John J. Higgins (Magherafelt) Ltd. trading account application form, until such time as written notice is given by the seller, any order placed must be paid cash in advance of production.
6. When a buyer exceeds the credit limit or notified payment terms, the seller reserves the right without prejudice to any other remedy, to Charge Interest at 1.25% per month until receipt of payment, to withhold delivery, to delay manufacture, or cancel, any remaining parts of, or additional orders.
7. Until the seller has been paid in full for any goods supplied, including any outstanding interest charges or other monies due under contract, title to the goods shall remain with the seller, and the buyer shall hold the goods as the fiduciary agent and bailee of the seller. Until payment in full is received in respect of all monies due on foot of account by the buyer to the seller, any goods supplied may be removed by the seller at any time, and the buyer is hereby deemed to have given his irrevocable authority to the seller to enter the buyers property, property controlled by the buyer, or property where the sellers goods have been installed, for the purpose of removing any goods in accordance herewith.
8. All risk attached to goods supplied to the buyer by the seller shall pass from the seller to the buyer upon delivery. Delivery to a carer person or persons, firm, or company on behalf of the buyer shall constitute delivery.
9. All descriptions, specifications, drawings and other particulars submitted by the seller are for guidance only. All descriptions and illustrations in the sellers price list, and any other advertising material shall not form part of any contract. All glass sizes, or formulae, for the calculation thereof, are supplied by the seller for the convenience of the buyer, but the seller shall be under no liability in respect of, or arising out of, any inaccuracy therein.
10. Any time or date for delivery given by the seller to the buyer is intended as an estimate for guidance only, and the seller shall not be liable for any consequential loss, expense or damage, arising from a delay in delivery.
11. The buyer shall, at the seller's request, supply the seller with the details necessary to effect delivery, and shall accept delivery when proffered by the seller. If the buyer does not accept delivery, the buyer shall then indemnify the seller against any consequential loss, expense, or damage, arising as a result. The seller reserves the right to cancel intended delivery, and sell the goods to which such delivery related, without prejudice to it's rights to claim damages for such breach of contract.
12. If the seller delivers to, or the buyer requests delivery to, unattended premises, it is deemed that the goods are complete in every respect, and in perfect condition. No claim against the seller for shortages and/or damage will be considered. Additional delivery cost will be chargeable.
13. The seller reserves the right to deliver an order by instalments. If any order for goods is to be delivered in two or more instalments, each such instalment shall be treated as a separate contract and the rights of the parties hereto shall be construed accordingly.
14. The seller shall not be liable for any loss or damage caused by force majeure, including any strike or trade dispute, whether involving the seller's own employees, or those of any other person, difficulties in obtaining materials, machinery break-down, fire or accident, or any other cause whatsoever beyond the seller's control. Should any such event occur, the seller reserves the right to cancel or suspend the contract with the buyer without incurring any liability for any loss or damage thereby occasioned?
15. All conditions and warranties on the part of the seller whether expressed or implied, whether by statute or otherwise, as to the quality of the goods, or their fitness for any particular purpose, are hereby excluded.
16. The seller shall undertake to repair or replace (at it's sole discretion), any of the goods, which are shown by the buyer to the seller's satisfaction, to be defective as a result of defective materials, or manufacture without cost to the buyer, provided that the buyer notifies the seller by telephone immediately the defect becomes apparent, and in writing by recorded delivery, or facsimile transmission, so as to reach the seller within 3 working days of delivery, excluding the day of delivery.
17. The buyer shall not be entitled to make any claim in respect of costs, loss, or profit, or in respect of any claim, consequential loss or damage, or expense whatsoever, other than replacement cost (excluding fitting costs), of any defective goods. Nor shall the buyer be entitled to treat such defective goods as grounds for repudiating the contract, or for cancelling further orders or deliveries, or for exercising any right of set off.
18. Any claim for defect as to size, colour, and specification, will not be considered after utilisation or installation of any goods.
19. The seller undertakes to deliver replacement goods to the buyer at the soonest available opportunity, whether or not the affected goods have been returned. The seller reserves the right to invoice such replacement goods to the buyer at the time of despatch.
20. The buyer undertakes to ensure that any goods replaced by the seller, are returned to the seller within 14 days of giving notice (conditions as in Term 15), at which time the seller undertakes to credit the replacement invoice in full.
21. If any provision herein contained is held by any court, or other competent authority, to be invalid or unenforceable in whole or in part the remainder of such provision, and all other provisions contained herein, shall nonetheless be deemed valid and subsisting.
22. The seller's servants or agents, have no authority to vary, modify, or waive expressly, or by implication, any of these conditions whatsoever, or to make any oral or written representation as to their effect. Save that an officer of the seller duly and expressly authorised in writing, may vary in writing any term contained herein, or may negotiate additional terms and conditions.
23. Notwithstanding any other term of this agreement, in respect of outsize orders (this being orders placed by the buyer, exceeding maximum technical specifications), the buyer and the seller shall agree that no warranty whatsoever is made by the seller as to the quality or fitness for the purpose of, shall apply, and any such orders shall be entirely at the buyer's risk, and no claim whatsoever for consequential loss shall be entertained by the seller.
24. All orders placed by the buyer with the seller shall be deemed to be governed by these terms and conditions standard ordering protocols on John J. Higgins (Magherafelt) Ltd order form, and the laws of Northern Ireland, and the parties hereto irrevocably submit to the jurisdiction of the courts of Northern Ireland.
25. **John J Higgins (Magherafelt) Ltd do not enter into retention agreements with any customers**
26. Any orders placed are done so in acceptance of these terms and conditions

Sign Print Date