



TERMS AND CONDITIONS OF BUSINESS FOR ACORN INDUSTRIAL COMPONENTS LTD

- GENERAL:** All orders are accepted by Acorn Industrial Components (AIC) subject to the terms and conditions set out below.
Unless otherwise agreed in writing between the company and its customer, the following terms and conditions may not be varied or added to in any way.
- QUOTATIONS:** Any quotation or estimate given by AIC is an invitation to the customer to place an order and thereby make an offer open to acceptance by AIC. No order placed in response to or any other acceptance of a quotation or estimate shall give rise to a contract binding upon AIC. Any quotation will have the period of validity stated on the quote.
All prices quoted are exclusive of Value Added Tax which will be charged at the rate applicable. Where possible, a carriage charge will be quoted, however this can be subject to change at any point up to once the goods have been despatched.
- ACCEPTANCE OF ORDERS:** All orders constitute an offer by the customer to purchase goods in accordance with these conditions. The customer is responsible for ensuring that the terms of the order and any applicable specification submitted are complete and accurate.
The order shall only be deemed to be accepted when the supplier (AIC) issues a written acceptance on the order mainly in the form of an order acknowledgement, at which point the contract shall come into existence.
Changes made to the order after its acceptance shall only become effective if they are confirmed in writing by both the customer and AIC.
AIC reserves the right to decline to deal with any customer for any reason in its absolute discretion and it reserves the right to decline any order placed by any company or person, whether or not payment has been received. This notice of non-acceptance will be given either in writing or by telephone within 24 hours (excluding weekends and bank holidays). Any pre-payment that has been received for a non-accepted order will be refunded in full by AIC.
- CONTINUED:** AIC action orders to the customer's requirements and do not substitute one product for another unless requested by the customer.
For any call off orders, the customer accepts that all the stock will be taken within 12 months from the date of their order.
- PRICES AND CARRIAGE:** Price applicable to the sales of goods by AIC to the customer shall be the price ruling at the date of despatch. AIC reserves the right to amend prices quoted at the date of the placing of an order by the customer.
AIC also reserves the right to amend any carriage cost quoted up to the date of despatch.
Where the goods are in stock, AIC aims to despatch all orders within 24 hours using a next day delivery service. Where the goods are not in stock, AIC aims to run on a 5-working day turnaround service which includes using a next day delivery service.
Any orders that will be delayed, AIC aims to advise the customer to inform them of any delays.
AIC's carriage costs are set by AIC and are based on the current courier rate. Note in the previous section that the carriage cost can be amended at any point up to the date of despatch.
- DELIVERY:** Delivery dates are quoted without engagement although every endeavour will be made to adhere to the date of dates quoted. In no circumstances, shall the company be liable to any loss arising from delays in despatch however caused.
The supplier shall ensure that each delivery of the goods is accompanied by a delivery note which shows the date of the order, all relevant customer and AIC reference numbers, the type and quantity of the goods (including AIC's and the customers stock code where applicable).
The customer shall inspect the goods immediately upon arrival at their destination to which are to be delivered to. Any discrepancies between the goods delivered and those described in the company's delivery note including any

Acorn Industrial Components
Boost your supply chain

Units G/H, Riverside Industrial Estate, Littlehampton, West Sussex BN17 5DF

+44 (0)1444 462462
www.acornic.co.uk

Registered in
England & Wales
No.1441238





- damages must be notified to AIC in writing within 1 week of the customer's receipt of the goods. Please note AIC will deliver the quantity stated on the delivery note with a +/- 10% tolerance.
Any damages or defects that AIC are liable for, either a replacement or a refund (can be in the form of a credit note) will be given, the best option upon which will be decided between both parties.
6. RETURNS: Goods shall not be returned without AIC's prior written agreement.
Any goods that the customer is wanting to return should notify AIC and explain the reason why either in writing or by telephone at which point AIC will decide on whether to accept the goods back or not.
Any goods that are accepted back which AIC is not at fault or liable for, the customer may be subject to pay handling charges. Should such handling charges apply, a full refund will not be given.
Any refund or credit notes that AIC are due to give, will not be processed until the goods have been received back into AIC's stores, from which AIC then aim to process within 7 days of the receipt of the goods.
7. CANCELLATION OF ORDERS: The customer shall not be entitled to cancel an order which has been accepted by AIC if the relevant costs, charges and expenses to fulfil the customer's order have already been incurred and/or paid for AIC.
Any cancellation or part cancellation of an order must be received in writing and acknowledged prior to the goods being despatched.
Cancellation of a service provided by AIC requires a 3 months notice period.
8. TITLE TO GOODS: All goods supplied by AIC will remain our absolute property until payment from the customer has been received in full.
9. TERMS OF PAYMENT: All new customers of AIC placing their first order will be given a proforma account of which payment is due in advance before the order has been processed.
Once a proforma account has been opened, customer's will be given the opportunity to open a credit account with AIC for which the customer will need to complete an account application form.
Subject to credit checks and references a 30-day end of month (E.O.M) or 31 days from invoice date credit account will be given.
- CONTINUED: Customers who trade with AIC on a 30-day E.O.M, the total gross invoice amount shall be due and payable on the last day of the following month and for 31 days from invoice date credit terms, payment shall be due and payable 31 days after the invoice date.
Longer credit terms are possible and can be given. Should the customer wish to extend their credit terms, a written request will need to be provided to AIC's account department, from which a decision will be made by AIC. No guarantee can be given that an extension will be granted.
In the event of default in payment by the customer, AIC may be refuse to supply orders on credit to a customer. AIC also reserve the right to remove credit terms from any customer with immediate effect due to constant non-payment of invoices.
10. LAW & JURISDICTION: All disputes arising out of, or in connection with this contract, shall be governed by the English law, and the parties hereto thereby submit to the jurisdiction of the English Courts save in respect of any injunctive relief which AIC may claim in the Courts of the Country where the customer is resident or operates. In the case of any contract for the export of Goods overseas, the schedule to the Uniform Law on International Sales Act 1967 shall not in any circumstances apply to the Contract and neither shall the provisions of the Unfair Contract Terms Act 1977 apply to the extent permitted by law.
11. DATA PROTECTION ACT: The customer agrees that any personal data provided to us can be passed to our credit insurer, credit reference agencies and information providers, insurance companies, intermediaries and agents and they may keep record of it and pass it to their customers. The personal data will be used for credit risk assessment and insurance and other related purposes and we may also receive personal data from sources other than the customer.



By signing this form I confirm on behalf of the applicant (Company) and being authorised in the capacity to do so, that the applicant (Company), will honour and agree to the terms and conditions of business in full and without reservation.

SIGNED.....

PRINT NAME.....

POSITION.....

COMPANY.....

DATE.....