

Terms and Conditions

1. Incorporation of Terms

These Terms and Conditions govern any contract for the supply of goods by Nectar Imports Ltd ("the Seller") and shall prevail over any terms put forward by any purchaser unless the Seller expressly agrees to them in writing. No conduct by the Seller shall be deemed to constitute acceptance of any terms put forward by the purchaser. No addition to or variation of these terms shall be binding on the Seller unless agreed in writing signed on behalf of the Seller.

2. Prices

The total price to be paid for the goods supplied will comprise of the price shown in the Seller's price list current at the time of despatch of the goods and, when applicable, excise and other duties and VAT at the rates ruling at the date of despatch of the goods. The purchaser will pay the price in full without any discount, deduction, set off or abatement (other than a discount previously agreed by the Seller).

3. Delivery

3.1 Delivery of the goods shall be made to the purchaser's address. The risk in goods shall pass to the purchaser upon such delivery taking place. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the goods (or any of them) promptly or at all.

3.2 Notwithstanding that the Seller may have delayed or failed to deliver the goods (or any of them) promptly the purchaser shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within (six) months of the order date.

3.3 No goods delivered by the Seller which are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller.

3.4 The purchaser shall inspect the goods on delivery and shall within (three) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The purchaser shall afford the Seller an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. If the purchaser shall fail to comply with these provisions the goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the goods and the purchaser shall be deemed to have accepted the goods.

4. Payment

The purchaser will pay the price in sterling for the goods within thirty days of the date of the Seller's invoice unless otherwise agreed in writing. If the purchaser fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may:-

4.1 suspend or cancel deliveries of any goods due to the purchaser; and/or

4.2 appropriate any payment made by the purchaser to such of the goods (or goods supplied under any other contract with the purchaser) as the Seller may in its sole discretion think fit; and/or

4.3 charge interest at the rate of (10%) per annum from the due date until payment; and/or

4.4 any third party costs incurred will be charged to the purchaser.

5. Retention of Title

5.1 The goods shall be at the purchaser's risk as from delivery. In spite of delivery having been made, property in the goods shall not pass from the Seller until the purchaser shall have paid the price for the goods in full and no other sums whatever shall be due from the purchaser to the Seller.

5.2 Notwithstanding that the goods (or any of them) remain the property of the Seller, the purchaser may sell or use the goods in the ordinary course of the purchaser's business at full market value for the account of the Seller. Any such sale or dealings shall be a sale or use of the Seller's property by the buyer on the buyer's own behalf and the buyer shall deal as principal when making such sales or dealings.

5.3 The Seller shall be entitled to recover the price notwithstanding that property in any of the goods has not passed from the Seller.

Until such time as property in the goods passes from the Seller the purchaser shall upon request deliver up such of the goods as have not ceased to be in existence or re sold to the Seller. If the purchaser fails to do so the Seller may enter upon any premises owned, occupied or controlled by the purchaser where the goods are situated and repossess the goods. On the making of such request the rights of the purchaser under clause 5.3 shall cease.

5.4 The purchaser shall not pledge or in any other way charge by way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the purchaser does so all sums whatever owing by the purchaser to the Seller shall forthwith come due and payable.

5.5 The purchaser shall insure and keep insured the goods to the full price against 'all-risks' to the reasonable satisfaction of the Seller until the date that property in the goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the rights of the Seller, if the purchaser fails to do so all sums whatever owing by the purchaser to the Seller shall forthwith become due and payable.

6.0 Force Majeure

6.1 If performance of the Seller's obligations is delayed or hindered by circumstances outside the Seller's control amounting to force majeure as hereinafter defined, the following provisions shall apply:-

6.1.1 The Seller will as soon as reasonably practicable give the purchaser notice of the reasons for the delay or hindrance.

However, failure to give such notice will not prevent the Seller relying on the remaining provisions of this clause, and the Seller will incur no liability for failure to give such notice.

6.1.2 The Seller's duty to perform shall be suspended for as long as the circumstances amounting to force majeure continue, and the time for performance of the Seller's obligations shall be extended by a period equal to the duration of those circumstances.

6.2 'force majeure' shall mean the following:-

Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority (including refusal or revocation of any licence or consent), fire explosion, flood, fog or bad weather, power failure, failure of telecommunication lines, failure of breakdown of plant, machinery or vehicles, default of suppliers or subcontractors, theft, malicious damage, strike, lock out or industrial action of any kind, and any cause or circumstance whatsoever beyond the Seller's reasonable control.

7.0 Exclusion of Liability

7.1 If the goods are not in accordance with the contract for any reason the purchaser's sole remedy shall be limited to the Seller making good any shortage by replacing such goods or, if the Seller shall elect, by refunding a proportionate part of the price.

7.2 The Seller's liability to the purchaser, whether for any breach of contract or otherwise, shall not in any event exceed the price of the goods and the Seller shall be under no liability for any direct loss and/or expense or indirect loss and/or expense (including loss of profit) suffered by the purchaser or liability to third parties incurred by the purchaser.

7.3 All warranties and conditions whether implied by statute or otherwise are, to the extent permitted by law, excluded provided that nothing herein shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a purchaser dealing as consumer.

8.0 Applicable Law

8.1 Any contract between the Seller and the purchaser, for the supply of goods by the Seller, is subject to the Laws of England and Wales.

8.2 In the event that any of these terms or conditions shall be found to be void but would be valid if some part thereof were deleted, restricted or modified then they shall continue to apply as so deleted, restricted or modified as may be necessary to make them valid and effective.