



there's no gift i'd rather give

Stubbs Mugs Ltd.  
Unit 10 Weybourne Road Industrial Estate  
Weybourne Road  
Sheringham  
Norfolk  
NR26 8AF  
United Kingdom

## Conditions of Sale

### 1. Introductory

1.1. These conditions shall apply to all sales of goods by Stubbs Mugs Ltd ('the Seller') to any other person ('the Buyer'). No variation shall apply unless made or accepted by the Seller in writing.

1.2. These conditions supersede any conditions put forward by the Buyer.

### 2. Quotations and Orders

2.1. Quotations are valid for 30 days unless otherwise stated.

2.2. The Buyer shall be responsible for the accuracy of any order and for the selection of the goods to meet the Buyer's requirements. The Seller reserves the right not to accept the return of wrongly ordered goods.

2.3. The Seller's employees and agents are not authorised to make any representation about the goods unless confirmed in writing by the Seller.

2.4. The Seller may vary the specification for the goods from that appearing in any catalogue or other written material in order to conform to any legal requirements, or otherwise in any immaterial respect.

2.5. The Seller may use images of all products produced unless otherwise agreed.

### 3. Delivery

3.1. The Seller shall not be liable for any loss or damage resulting from delayed delivery.

3.2. The Buyer will accept delivery even if the delivery appears damaged and upon checking the delivery, report any damages to the Seller who will rectify with the necessary action.

3.3. The Buyer shall report any damages within 7 days of receipt of the delivery.

### 4. Risk

4.1. The goods shall be at the Buyer's risk from delivery or, if the Buyer has wrongfully refused or failed to take delivery, from when delivery was made.

### 5. Price

5.1. The price of the goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price that is listed in the Seller's price list current at the date of the order. The Seller reserves the right to vary its price list at any time. A copy of the current price list will be made available on request.

5.2. All prices given by the Seller are excluding carriage charges.

5.3. Unless otherwise stated all prices are exclusive of VAT. The Buyer shall pay any applicable VAT in addition.

### 6. Payment

6.1. Preferred payment method is Bank Transfer. Debit and Credit card will be accepted. Cheques are no longer accepted.

6.2. Where the Seller requires payment before delivery the Seller may cancel the contract if payment is not received. The order will not be started until payment is received.

6.3. In any other case the Seller may invoice the Buyer for the price of the goods on or at any time after delivery, or (if the Buyer wrongfully fails to take delivery) at any time after delivery was tendered. Payment shall be due 30 days after the date of invoice, unless otherwise stipulated by the Seller and payment shall be made without set-off or deduction.

6.4. The Seller may establish, and at any time vary, a credit limit for the Buyer.

6.5. The Buyer is required to clear their account before a new order may be made on credit.

### 7. Remedies for non-payment

If the Buyer fails to make any payment on the due date, the Seller may (without prejudice to any other right or remedy):

7.1. Cancel or suspend any further deliveries: and/or

7.2. Allocate any payment by the Buyer to such of the goods as the Seller may think fit, notwithstanding any purported allocation by the Buyer: and/or

7.3. Charge the Buyer interest (both before and after judgement) on the amount unpaid, at a rate equal to Lloyds bank base rate plus 3.0% per month or part of a month (compounded monthly), until payment is received in full.

[info@stubbsmugs.co.uk](mailto:info@stubbsmugs.co.uk) - 01263 823 333 - [www.stubbsmugs.co.uk](http://www.stubbsmugs.co.uk)

Company Number: 6246864. VAT Number: 785 9612 73.



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## **8. Retention of title**

8.1. The goods shall remain the Seller's property until the Seller has received, in cash or cleared funds, payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

8.2. The Buyer shall be entitled to use the goods in the ordinary course of business or, (if its business ordinarily involves the sale of such goods) to resell the goods as principal and not as agent for the Seller.

8.3. In the meantime, and until the goods become the Buyer's property, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee, and shall keep the goods properly stored, insured and identified as the Seller's property. The Seller may at any time require the return of the goods. Failing their immediate return, the Seller may enter any premises where the goods are and repossess them. For this purpose, the Seller may remove any of the goods which have been installed in any premises.

8.4. If the Seller repossesses any goods for which the Buyer has paid, the Seller may set off, against any claim for a refund of the price of those goods, any sums then due from the Buyer.

## **9. Returned goods**

9.1. The Seller may, as its sole option, replace any defective goods properly returned, free of charge, or refund their price to the Buyer.

9.2. Except as stated in this condition, the Seller shall have no liability to the Buyer in relation to the quality of condition of any goods, or their failure or correspond with description.

## **10. Limitation of liability**

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason or any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), labour charges, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of goods or their use or resale by the Buyer.

## **11. Force majeure**

The Seller shall not be liable to the Buyer, or be in breach of the contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations if the delay or failure was due to any cause beyond the Seller's reasonable control.

## **12. Indemnity**

The Buyer shall indemnify the Seller against any liability and cost arising out of the use of the goods, or under the health and safety at work etc act 1974 or any statutory modification or re-enactment thereof in respect of the goods.

## **13. Insolvency of Buyer**

If:

13.1. The Buyer makes any voluntary arrangement with creditors or becomes subject to an administration order or (if an individual or firm) becomes bankrupt or (if a company) goes into liquidation; or

13.2. An encumbrancer takes possession, or a receiver is appointed, of any of the Buyer's property or assets; or

13.3. The Buyer ceases, or threatens to cease, to carry on business; or

13.4. The Seller reasonably considers that any of the above events is about to occur and notifies the Buyer accordingly;

the Seller may, without affecting any other right or remedy of the Seller, cancel the contract or suspend further deliveries without any liability to the Buyer. If the goods have been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreement to the contrary.

## **14. Notices**

Any notice to be given by either party to the other under these conditions shall be given by pre-paid post or by e mail confirmed by pre-paid post, and shall be addressed to that party at its registered office or principal place of business or to any address notified by that party for the giving of notices.