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Pattersons

CONDITIONS OF SALE

1. INTERPRETATION

In these Conditions,
"The Company" means Pattersons (Bristol) Ltd;
"Goods" means the goods the subject matter of the Contract;
"The Buyer" means the person, firm or Company with whom the Contract is made by the Company;
"The Contract" means the Contract for the sale or supply of the Goods.

2. GENERAL

These Conditions shall apply to the Contract to the exclusion of any other terms and Conditions contained or referred to in any order, letter form of Contract sent by the Buyer to the Company and the provisions of these Conditions shall prevail unless expressly varied by agreement in writing and signed by a director on the Company's behalf.

3. ORDERS

Notwithstanding any detailed quotation of the Company no order shall be binding on the Company unless accepted in writing by the Company.

4. PRICES

a) The price payable for the Goods shall be the prices of the Company current at the date of dispatch unless otherwise contracted.
b) The Company reserves the right to issue new price lists at any time without prior notice.
c) All prices are exclusive of Value Added Tax which will be charged at the appropriate rate.
d) The price of the Goods shall be due in full to the Company in accordance with the Contract and the Buyer agrees not to exercise any set-off, lien or any other similar right or claim whether in respect of any alleged defect in the Goods or otherwise.

5. TERMS OF PAYMENT

a) The Buyer shall pay the invoice price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) by the end of the month following the date of the invoice.
b) The time of payment shall be of the essence of the Contract.
c) Without prejudice to its rights the Company may (both before and after any judgment) charge interest at 2% per month on overdue balances.

6. DELIVERY

a) Any date quoted for delivery of the Goods is given in good faith but is approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time of delivery shall not be of the essence of the contract.

b) The Company will incur no liability (whether in contract or for negligence or otherwise) for loss or damage to or defect in the Goods prior to delivery or for any claim that the Goods are not in accordance with the contract (being a defect or loss, damage or non-compliance obvious on a reasonable inspection of the Goods) or for non-delivery, unless such claims are notified in writing to the Company (and, in the case of claims for non-delivery, loss or damage, with a copy to the carrier); within 14 days of dispatch date.

c) In the event of a valid claim for non-delivery, loss or damage, the Company undertakes at its option to replace the Goods at its expense but shall not be under any further liability in connection therewith. Where Goods are replaced at the option of the Company, the property in the replaced Goods shall revert to the Company.

d) If the Buyer fails to give notice in accordance with the above the Goods shall be deemed to be in all respects in accordance with the Contract and, without prejudice to earlier acceptance by the Buyer, it shall be bound to accept and pay for the same accordingly.

7. RETURNS

Goods in accordance with the contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's premises at the Buyer's expense and a cancellation charge inclusive of loss of profits may be payable by the Buyer at the option of the Company.

8. CARRIAGE

a) The Company reserves the right to charge carriage on orders under £50.
b) Where the Buyer requests delivery in a special manner (i.e. post or express carriage), carriage shall be charged to the Buyer.

9. PASSING OF TITLE AND RISK

a) Title to the Goods supplied by the Company (the "Goods") shall not pass to the Buyer until the Buyer has paid the Company:
i. the full purchase price of the Goods,
ii. the full purchase price of any other Goods supplied to the Buyer by the Company.
iii. any other sum which as at the date that payment is made for the Goods is due to the Company by the Buyer.
b) Pending the passing of title to the goods supplied to the Buyer, the Buyer undertakes to keep the goods separate from any other goods of the Buyer or any other supplier so that the same are readily identifiable as the property of the Company and it shall be the duty of the Buyer at all times if so required to identify the goods as the property of the Company.

c) The Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the goods.

d) The Buyer may resell goods which he has bought under the contract but not yet paid for in the normal course of business and shall owe a fiduciary duty to the Company to account for the proceeds separate for the benefit of the Company.

10. CONDITIONS & WARRANTIES

The description and illustrations shown in any catalogue at the time of going to press are to the best belief of the Company correct but the Company reserves the right to make any modifications, improvements, alterations or any reasonable variations in size and weight in the supply of any of the products so described whether for reason of availability of materials or components or for any other reason.

11. REPRESENTATION

No employee or agent of the Company has any authority to vary these Conditions and no statement, description, information, warranty or recommendation contained in any catalogue, price list, advertisement or made verbally by any of the Company's agents or employees shall enlarge, vary or override any of these Conditions.

12. FORCE MAJEURE

The Company shall be entitled to delay or cancel delivery or to reduce the amount of goods delivered if and to the extent that it is prevented from or hindered in obtaining or delivering the goods by normal route or means of delivery through circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or part unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of materials from normal sources of supply.

13. E. & O.E

All quotations are subject to Errors and Omissions accepted.



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