



TERMS AND CONDITIONS

General

All orders for goods placed with Storm Graphics "the Company" are subject to the following terms and conditions which includes the following express warranty.

Warranty

- (a) The company warrants to the initial purchaser that if the products is of become defective, and that in the opinion of the Company the defect is due to the faulty material or workmanship, the Company will replace the defective product provided that:-
- (i) the claims received in writing within 6 months from the date of despatch if the defective product and
 - (ii) a claim is accompanied by all relevant information requested and the original invoice and
 - (iii) the claim is not in respect of products that have been cut or processed by the purchaser or is in respect if any accidental damage or damage caused by negligence or misuse by the purchaser.
- (b) The warranty exists for the specific product only and the liability of the Company shall not exceed the cost of the original product purchased. The Company does not accept any consequential loss howsoever it may arise.
- (c) This warranty is not transferable.
- (d) Nothing in this express warranty affects statutory rights available to the purchaser of the product.

Terms of Payment

- (a) The prices of the Company's product are the prices ruling at the date of despatch and the Company reserves the right to change these prices without notice.
- (b) Payment is due to the Company at the address given above and in accordance with the terms shown on the invoice but otherwise within 30 days from the date on the invoice.
- (c) All prices quoted are strictly net and exclusive of VAT, carriage packing and insurance.
- (d) The Company reserves the right to charge 2.5% per calendar month on overdue accounts.

Carriage and Delivery

- (a) Any delivery dates quoted by the Company are estimates and are given for guidance only. The Company does not accept liability for delays or non-delivery and does not under any circumstances accept liability for consequential loss arising from the non-delay or non-delivery.
- (b) The Company does not accept liability for shortages or loss of or damage to goods in transit unless notified in writing within 3 days of delivery.

Risk and Title

- (a) Despite delivery by the Company to the purchaser the ownership of the products will remain with the Company, which reserves the right to dispose of the product until payment in full for all the products has been received by the Company in accordance with the terms of this contract or until such time as the purchaser sells the material to its customer by way of bona fide sale at market value.
- (b) If such payment is overdue in whole or in part, the Company may (without prejudice to any of its other rights) recover or re-sell the product or any of it and may enter upon the purchaser's premises by its servants or agents for that purpose. Such payments shall become due immediately upon the commencement of any act or proceedings in which the purchaser's solvency is involved.
- (c) The risk in products supplied by the Company after delivery shall be with the purchaser.

Merchandising Accessories.

The Company's display cases and merchandising accessories remain the Company's property at all times and are supplied exclusively for the promotion and display of the Company's products.