



Terms & Conditions of Sale

1. QUOTATIONS

(a) Quotations are open for acceptance for a period of 30 days from the date of the quote.

(b) Unless otherwise stated prices are exclusive of V.A.T. which will be charged additionally at the rate applicable at the time of the sale.

2. MINIMUM ORDER VALUE

The company operates a minimum order value policy to create efficiency and environmental benefits for both the customer and supplier. All orders over £35 (excluding VAT) are therefore, supplied carriage paid while orders below this level incur a delivery charge of £5.00.

3. ILLUSTRATIONS

Illustrations, if supplied, are intended to fairly represent the products, but should not be taken as exact in detail and shall not form part of any contract of sale.

4. SUITABILITY

Any recommendation or suggestion relating to the use of the goods made by our Representatives or given in our literature is given in good faith but it is for the buyers to satisfy themselves as to the suitability of the goods for their own particular purpose. Spot-On-Supplies hereby expressly exclude themselves from liability for breaches of conditions and warranties implied by the law relating to the fitness of goods for any purpose to the extent that it is lawful to do so.

5. DELIVERY

The Company will use all reasonable endeavours to make delivery by the quoted or required date, normally for core products this will be within 2-3 working days.

6. PACKAGING

Packaging and containers which are charged and returnable will be credited on return, carriage paid, in good condition to the consignor.

7. CANCELLATION

Orders for goods which are made or obtained to Customer's special requirements may not be cancelled.

8. NOTIFICATION OF LOSS, DAMAGE, ETC. IN TRANSIT

Any losses, damages or shortages must be notified to us within two working days of delivery. Any obvious damage to goods should be noted on the driver's documentation at the time of delivery.

9. LIABILITY

If the event of a dispute arising from any sale of goods the liability of the Company shall be limited to the price of the goods. The Company will not accept any claim unless it is notified in writing within 28 days of the date of the sale.

10. PAYMENT

Where credit facilities are agreed payment is required on or before the last working day of month following the date of invoice unless other arrangements have been agreed in writing. At the discretion of Spot-On-Supplies overdue accounts may incur a fixed £40 statutory charge and an interest charge at an annual rate of 5% above the base rate of NatWest bank until payment is received.

11. TITLE TO GOODS

Customer is Bailee only until the goods are paid for in full. The property of the goods shall not pass to the customer until such time as payment in full has been made in full to the Company but the risk attaching thereto shall pass to the customer at the time of delivery. Default in payment may result in the termination of the bailment and the recovery of the good.

12. DEFAULT

The Company shall be entitled to cancel or suspend all outstanding orders and contracts if the customer shall have failed to make any payment due to the Company in respect of any order or contract or shall have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

13. DUE DILIGENCE

The Company's Health and Safety Policy, Environment Policy, and Code of Ethics are set out in separate documents, copies of which are available to download.

14. GENERAL

These conditions of sale shall apply to every agreement entered into by the Company for the sale of goods and shall accordingly override any conditions attached to or printed on or referred to in any order form or other document emanating from the purchaser and delivered to the Company prior to at the time of or after the conclusion of a bargain for the sale and purchase of any goods by the Company to the Customer.

15. ERRORS AND OMISSIONS

Typographical or clerical errors or omissions in any document are subject to revision without penalty or prejudice.

16. APPLICABLE LAW

Any contract for the sale of goods by the Company shall be governed and construed in accordance with English Law.

Updated, April 2019