



Link Distribution

Trade Terms and Conditions

1. Definitions/Interpretation

- 1.1. "Company" means Link Distribution (UK) Ltd of Unit 4A Sapper Jordan Rossi Park, Otley Road, Bradford, West Yorkshire, BD17 7AX.
- 1.2. "Customer" means the person, persons or company who agrees to purchase goods from the Company in accordance with these Terms and Conditions.
- 1.3. "Goods" means the item(s) (including any part of them) which the Company will provide to the Customer in accordance with these Terms and Conditions.
- 1.4. "Contract" means the agreement of the sale of Goods from the Company to the Customer.

2. Basis of Contract

- 2.1. These Conditions supersede all earlier Conditions of the Company and override any stipulation by the Customer in any form.
- 2.2. By placing an order with the Company the Customer agrees to and accepts these Conditions.
- 2.3. Any variation to these Conditions may only be made in writing by the Company and unless so made shall have no effect.
- 2.4. The Company shall not be liable for any oral or private agreements or arrangements entered into between any employee of the Company and the Customer.

3. Due Diligence

- 3.1. For the Customer to open an account with the Company, the Customer will;
 - i. Complete the Company's Application form in full
 - ii. Send a Letter of Introduction, which will include the Director/Owners full name(s) and their signature, their place of business, which products they trade in and their medium of trade (i.e. online shop)
 - iii. Send copies of their company certificates, including, where applicable, a valid VAT Certificate and a Certificate of Incorporation (or the equivalent in their home Country)
 - iv. Send photographic identification of all Directors/Owners
 - v. Provide the Company with any further information the Company deems relevant to request.
- 3.2. The Company will carry out reasonable checks to verify the Customer's identity. These checks include (where applicable), but are not limited to;
 - i. VAT Number validation via <http://ec.europa.eu/>
 - ii. VAT Number validation via HMRC. The VAT Certificate, Certificate of Incorporation and Letter of Introduction will be sent to HMRC. HMRC will respond to confirm whether the VAT Number is valid or not.
 - iii. Companies House checks
 - iv. Experian checks
 - v. Google maps checks
- 3.3. Should the VAT number be reported as invalid, the Company reserves the right to cease trading with the Customer.
- 3.4. It is the responsibility of the Customer to inform the Company of any changes. This should be done immediately.
- 3.5. The Company is under no obligation to open an account for the Customer. An account will be opened at the Company's discretion.
- 3.6. The Company may at any point cease trading with the Customer.

4. Orders

- 4.1. All orders are subject to availability of the Goods and the written acceptance by the Company. This shall be in the form of a Pro-Forma invoice. Any prior confirmation by the Company shall be deemed to be provisional only.
- 4.2. The Customer should send an official Purchase Order as confirmation that they wish to place the order.
- 4.3. Reserved Goods (Goods held on Pro-Forma invoice) will be held for a maximum of seven days. After this time Goods may be released back into general stock. The Company is free to sell reserved Goods elsewhere after seven days from the date of reservation upon non-payment.

5. Prices

- 5.1. Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication of price and range of Goods offered and no prices, descriptions, or other particulars contained therein shall be binding on the Company.
- 5.2. All quoted or listed prices are exclusive of Value Added Tax or any other taxes and are based on the cost to the Company of supplying the Goods to the Customer and if before delivery of the Goods there occurs any increase in any way of such costs in respect of Goods which have not yet been delivered the price payable shall be subject to amendment without notice at the Company's discretion.
- 5.3. Prices on issued Pro-Forma invoices are valid for a maximum period of seven days.
- 5.4. The Company may charge the Customer transport, insurance, handling or holding costs. Any additional charges will be either added onto the Goods invoice or may be invoiced separately.
- 5.5. VAT will be added to the invoice to the Customer at the appropriate rate and will be payable by the Customer in addition to the cost of Goods.
- 5.6. It is the responsibility of the Customer to pay any Customs handling and Duty charges.

6. Delivery

- 6.1. The Company will endeavour to deliver Goods to the Customer in a timely manner. Should there be a delay of an agreed delivery date the Company will inform the Customer promptly.
- 6.2. If the Customer receives any Goods damaged the Customer must sign the delivery note as 'Damaged' and inform the Company by 5pm the following working day. The Company will not be held accountable for damages notified after this time period.
- 6.3. If the Customer receives an incorrect quantity of Goods the Customer must inform the Company by 5pm the following working day. The Company will not be held accountable if notified after this time period.
- 6.4. The Company will endeavour to fulfil any deliveries that have been received damaged or with incorrect quantities within a timely manner. The Customer may not cancel the order under these circumstances.
- 6.5. If the Company is unable to gain access to deliver the Goods to the Customer because the delivery address is inaccessible or the Customer is not present, the Company reserves the right to charge the Customer for any additional costs incurred.

7. Force Majeure

- 7.1. If the Company is unable to perform its obligations to the Customer in full or part due to circumstances beyond its reasonable control the Company will not be deemed liable for any costs or loss incurred.
- 7.1.1. These circumstances include but are not limited to; act of God, accident, epidemic, explosion, fire, flood, government actions, national emergency, protests, riots, strikes, terrorism, transport delays, war.

8. Risk

- 8.1. Risk of the Goods is passed to the Customer at either the time of collection or the time of delivery.
- 8.2. If Goods are being collected it is the Customers responsibility to inspect the Goods prior to leaving the Company's premises.
- 8.3. The Customer should inspect Goods upon delivery and any damages should be signed for as 'Damaged'. See 6.2

9. Cancellation:

- 9.1. The Company reserves the right to cancel an order for any reason without prior notice.
- 9.2. The Company may cancel a pre order if a Customer does not pay for the Goods within seven days of receiving the Pro Forma Invoice. Please refer to 4.3.
- 9.3. The Customer may only cancel an order if a request is made to the Company and the Company has agreed that the order may be cancelled.
- 9.4. The Company reserves the right to charge the Customer for any costs incurred as a result of an order being cancelled by the Customer. This may include, but is not limited to; the full cost of the Goods, any storage cost, any shipping costs, any insurance costs, any loss in the market value of the Goods from the time of ordering for the Customer to the time of sale to another customer, any costs involved to cancel the order with the Company's Supplier including the cost of shipping the Goods back to the Supplier.
- 9.5. The Customer may not cancel an order if the Goods have already left the Company's warehouse, this includes Goods in transit to the Customer or forwarder and Goods already delivered to the Customer or forwarder.

10. Payment

- 10.1. Payment terms will be agreed with the Customer on opening the account. The Customer account will be set to either payment in advance of shipment, in which case the Company requires cleared funds before Goods are shipped, or a credit account will be agreed and an amount and payment terms will be set.
- 10.2. It is the Customers responsibility to ensure that payment is with the Company by the due date. The Due Date will be clearly shown on the invoice. If the Customer does not pay an invoice by the Due Date, the Company reserves the right to remove the Customer's credit terms and charge daily interest on the outstanding amount.

Interest will be charged from the date the invoice becomes overdue at 4% over the base rate of Barclays Bank PLC.

10.3. The Company can at any point remove the Customer's credit terms at its own discretion.

10.4. The Company reserves the right to withhold delivery on any subsequent orders until any due balance is cleared by the Customer.

10.5. The Customer will pay any due amounts in full. No debt shall be offset or any deductions shall be made unless authorised and agreed by the Company.

10.6. The Customer will make payment in the correct currency shown on the invoice and to the correct bank account shown on the invoice for that currency. The Customer will pay any loss to the Company if they pay in the wrong currency and/or into the wrong bank account.

10.7. Ownership of the Goods will be passed to the Customer upon receipt of cleared funds by the Company.

10.8. The Customer should ensure that the Goods are adequately insured to the market value until ownership is passed from the Company to the Customer.

10.9. In the event that the Customer does not pay for the goods by the Due Date the Company reserves the right to enter the Customers property to recover the Goods or in the event that the Goods have already been sold by the Customer items to the retail value of the unpaid Goods.

10.9.1. The Customer should store the Goods in a way so that they are easily identifiable for the Company to recover.

11. Returns

11.1. The Company will accept returns from the Customer under the Returns Policy conditions. A copy of this will be emailed to the Customer with every invoice and can be provided on request.

12. Severability

12.1. If and to the extent that any provision or any part of the provision of the Company's standard Terms and Conditions is illegal, void or unenforceable for any reason, then such provision or part thereof shall be deemed to be severable from the remaining provisions or parts of the relevant position all which remaining provisions shall remain in full force and effect.

13. Extent of Liability

13.1. The Company shall be under no liability to the Customer for indirect or consequential loss sustained by the Customer following breach of this Contract by the Company. Consequential loss shall include, but not be limited to, loss of profit.

13.2. In any event, the Company's liability to the Customer arising out of any breach by the Company of this Contract shall be limited to damages and such damages shall under no circumstances exceed the price.

13.3. The Company will not be liable in any respect for any loss or damage caused by resulting from any variation for whatever reason in the Manufacturers specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the Customer of any such impending variation as soon as it receives notice thereof from the Manufacturer.

I, the undersigned, confirm that I have read, understood and agreed to the terms and Conditions set out above:

Name:

Signature:

Position:

Company:

Date:

