



Terms & Conditions of Sale

Definitions

The seller means Cannon Technologies Group Ltd, or any subsidiary company.

The purchaser means the person, firm or company to be supplied with goods or services by the seller.

'Goods' means goods or services.

Terms and Conditions

Notwithstanding anything which may be contained in any purchase order or other document of the Buyer, goods are supplied subject to these conditions alone. No variations of them will apply unless expressly agreed by both parties in writing and signed on their behalf.

Quotations

The seller's quotation does not constitute an offer.

The seller reserves the right to withdraw or amend a quotation at any time prior to the seller's written acceptance of a purchase order.

Orders

The seller shall be deemed to have accepted an order only after the issuing of an official acknowledgement.

Minimum order value of £100.00 applies to all orders

Payments

Payment for the goods shall be made in full either with the order if the purchaser has no credit account with the seller or within 30 days from the date of the invoice if the purchaser does have a credit account with the seller. The price of the goods is exclusive of VAT (if applicable to the sale), which shall be due at the rate ruling at the date of the VAT invoice.

Credit Card payments are subject to a 3% handling/administration charge.

If in the opinion of the seller the credit worthiness of the purchaser comes into doubt prior to delivery the seller may require full or partial payment of the price prior to delivery. In such circumstances the seller reserves the right to withhold or cancel deliveries and revoke any credit extended to the purchaser. The purchaser shall indemnify the seller for any loss caused by reason of such withholding or cancellation of delivery.



If the purchaser fails to make any payment on the due date then without prejudice to any of the seller's other rights the seller may:

a) Withhold or cancel delivery of any goods due to the purchaser and or appropriate any payment made by the purchaser to such of the goods supplied under this or any other contract with the seller as the seller shall in sole discretion think fit.

b) Charge interest at a rate of 2.5% per month from the date payment becomes due from day to day until the date of payment.

c) Forthwith claim the whole balance owing.

Where the purchaser resides outside the UK and unless otherwise agreed the full price of the goods shall be secured by an irrevocable confirmed letter of credit drawn on a bank acceptable to the seller and made payable to the seller in pounds sterling.

Title

The goods shall remain the sole and absolute property of the seller until the purchaser has paid the full price together with any VAT thereon. Until such payment the buyer shall hold the goods, as bailee of the seller and legal ownership of the goods shall remain the seller.

Risk passes to the purchaser immediately on delivery to purchaser or the purchaser's designated delivery address. The seller reserves the right to repossess any goods to which it retains title as aforesaid and to resell those goods.

For this purpose the purchaser hereby grants an irrevocable right and license to the sellers employee and agents to enter any premises owned, occupied or controlled by the purchaser with or without vehicles.

This right shall continue after the termination of the contract between seller and purchaser. Further the purchaser agrees to assign to the seller all rights and claims arising from sub sales of these goods until the seller receives full payment for the goods.

The seller shall be entitled to recover the price of the goods notwithstanding that property in any of the goods has not passed from the seller.

The purchaser shall insure the goods against all risks until property in them has passed from the seller.



Delivery

Time not being of the essence all delivery dates are estimates and the seller does not guarantee that there will be no delays in transit and will not be liable for any loss or damage whatever caused by delay in delivery.

The seller reserves the right to charge in full any goods ordered by the purchaser and subsequently cancelled or returned to the seller.

Return of Goods

Goods may not be returned to the Seller without the Seller's prior consent. No credit will be allowed unless supported by the Seller's returned materials authorisation number. The Seller reserves the right to make a handling charge of £25 or 20% of the original invoice value of the goods whichever shall be the greater. Returned goods that have been specifically made, modified or purchased for the Buyer will not be credited. All goods returned must be unused, complete, in original undamaged packaging and be sent carriage and insurance paid.

Discrepancy

The seller must receive written notice of any delivery discrepancy defects or damage of goods within 7 days of delivery of the goods to the purchaser's designated address. Upon the expiry of 7 days from the date of delivery of the goods the purchaser shall be deemed to have accepted the same and shall not be entitled to reject any such goods or cancel the remainder of the contract.

Liability of the seller, which is accepted by the seller for unmerchantable goods, shall be limited to the price paid to the seller by the purchaser for such goods. All other liabilities such as indirect or consequential loss (including loss of profit) are expressly excluded.

Trade Marks

The purchaser shall not remove, alter, deface or tamper with any reference or trademarks, names or numbers of identification affixed to goods or allow anyone else to do so.

Force Majeure

If delivery is delayed by any cause beyond the reasonable control of the seller, a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay.

Applicable Law

The contract is subject to English Law