



# GAPI LIMITED

## TERMS AND CONDITIONS OF SALE - WEB



### 1. Definitions

- 1.1 "Company" means Gapi Limited
- 1.2 "Customer" means the person who buys, or agrees to buy the Goods from the Company.
- 1.3 "Goods" means the articles sold, or to be sold by the Company to the Customer pursuant to the contract of which these terms and conditions form part of.
- 1.4 "Conditions" means these terms and conditions of sale.

### 2. Variation

- 2.1 No variation of these conditions by the Customer will be accepted unless specifically agreed by the Company in writing.
- 2.2 These conditions shall exclude any other terms and conditions.
- 2.3 No order will be deemed to be accepted by the Company unless the goods have been despatched or acknowledged by the Company.
- 2.4 Where the goods are of a type, size or compound not normally produced by the Company, whilst the Company will take all reasonable steps to satisfy the order it reserves the right to cancel the contract. The Customer will be liable to pay for only what has been delivered. The Company cannot be held responsible for any loss arising from this cancellation.

### 3. Web Site

The use of this website is for your general information and use only. It is subject to change without notice.

- By accessing this site and using the features of it you agree to be bound by the these terms,
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without our prior written consent.

### 4. Pricing, Delivery and Payment

- 4.1 All prices quoted are "ex-works". Delivery costs will be charged extra, unless specifically agreed between the Company and the customer.
- 4.2 The Company reserves the right to make a minimum order line charge of £10.00.
- 4.3 The dates for delivery specified are approximate only and the Company cannot be held liable for any claim arising from late delivery.
- 4.4 If the customer is unable to accept delivery when the goods are due/ready for delivery the Company may arrange storage of the goods and the customer will be liable to the Company for any reasonable cost incurred as a result.
- 4.5 Payment for goods supplied on a credit basis will be due for payment at the end of the month following the month printed on the invoice, unless agreed in writing by the Company.
- 4.6 Interest on overdue invoices shall accrued from the date that payment becomes due pursuant to clause 3.3 of these conditions from day to day until the date of payment at a rate of 5% above the base rate in force by Lloyds TSB Bank plc and shall accrue at such a rate as after as well as before any judgement.
- 4.7 Risk in the goods will pass to the customer on delivery. Notwithstanding delivery and passing of risk in the goods or any other provision of these conditions the property in and/or title to the goods shall not pass to the customer until the Company has received cleared funds in full of the payment.
- 4.8 Until such time that the property in and/or title to the goods passes to the customer (and provided the goods are still in existence and have not been resold), the Company shall be entitled at any time to require the customer to deliver up the goods to the Company and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.
- 4.9 The Company authorises the customer to use and/or sell the goods in the normal course of business. If the customer sells the goods prior to paying the full price thereof the customer shall hold the proceeds of sale in trust for the Company. The Company shall be entitled to assign all claims that the customer may have against purchases from the customer.
- 4.10 The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company.
- 4.11 The customer shall indemnify the Company in respect of all costs and expenses incurred by the Company as a result of the Company enforcing any right granted to the Company pursuant to these conditions and any costs and expenses arising out of any judgement granted in favour of the Company in respect of any invoice which remains unpaid by the customer.

### 5. Warranties and Claims

- 5.1 The Company shall be under no liability in respect of any defect in the goods arising from drawings, design or specification supplied by the customer.
- 5.2 The Company shall be under no liability in respect of any defect in the goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions, (whether oral or in writing), misuse or alteration or repair of the goods without the Company's written approval.
- 5.3 Any claim by the customer which is based on the defect in the quality of condition of the goods, must be notified to the Company within seven days of delivery, or (where the defect or failure was not apparent on reasonable inspection) within two days of the defect or failure being identified, but no later than three months from date of delivery.
- 5.4 Any claim relating to shortage in delivery must be made within three days of the delivery date, in writing.
- 5.5 Any claim relating to non-delivery of product must be made within seven days of the invoice date, in writing.



## 6. Liability

6.1 Clause 4 of these conditions sets out the entire liability of the Company, and except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the customer by reason of any representation, or any implied warranty or other term or any duty at common law or under the express terms of any contract between the Company and the customer in respect of the goods, for any indirect, special or consequential loss or damage, costs, expense or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees, agents or otherwise), which arises out of in connection with the supply of goods or their use or resale by the Company and the entire liability of the Company relating to the goods shall not exceed the price of the goods.

## 7. Insolvency

If the customer has a receiver appointed over any of its assets, goes into liquidation, becomes bankrupt or enters into any arrangement with its creditors then the Company will be entitled to cancel or suspend deliveries, and payment for any goods that have been delivered but not yet paid for will become due for payment immediately.

## 8. Orders placed on the Website

Any order placed through the website is an offer to Gapi Limited to buy the product(s) in your order. When you place your order we will send you, by email, an Order Acknowledgement confirming receipt of your order and containing the details of your order. This does not confirm our acceptance of your offer to buy the product(s) listed. We only accept your offer, and conclude the sale when we despatch the products to you. This may be in one or more separate occasions and your offer will only be fully accepted when despatch is complete.

## 9. Pricing and Availability on the Website

UK stock is update hourly and Group Stock updated daily, but you accept that on occasions stock shown may no longer be available once your order has been received. In these circumstances we will endeavour to contact you and offer you a revised delivery date. If this is not acceptable then you may cancel your offer. All Delivery dates indicated are estimates and are not guaranteed.

All Pricing on the website is exclusive of VAT and this will be added at checkout where applicable.

Despite our best efforts there may be some occasion where an item has been mispriced. We will verify pricing when processing your order and if we notice a mistake we will take steps to rectify this. If we have made a mistake and a product's correct price is higher than the price on the website, we may contact you before shipping to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

## 10. Customs

When ordering products from Gapi Limited for delivery outside of the EU you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges.

## 11. Force Majeure

The Company shall be under no liability if it shall be unable to carry out any provision of any contract with the customer for any reason beyond its control including (without limitation) act of God, legislation, war, fire, flood, drought, failure of power supply, lockout, strike, or inability to procure materials for the performance of any contract between the Company and the customer. During the continuance of such a contingency the customer may by written notice terminate the contract between the Company and the customer.

## 12. Law

These conditions and all other terms of the contract shall be governed and construed in accordance with the laws of England and the Company and the customer submit to the exclusive jurisdiction of the English courts.