

TERMS & CONDITIONS OF SALE

Definitions

Unless the context otherwise requires, the following definitions shall apply to these terms and conditions.

Company : Galloway International Limited
Customer : The purchaser of the goods
Goods : Those goods supplied to the Customer.

All goods are supplied to the Customer on the following terms, and no one person in the employment of acting otherwise as agent of the Company or purporting so to do, has authority to accept orders, supply goods on any other conditions or to vary these terms in any way whatsoever. Acceptance of goods from the company shall be conclusive evidence before any court or arbitrator that these terms apply.

1. Unless credit terms have been established, all purchases are on a cash sale basis and must be paid for in full prior to delivery.
2. Once credit terms have been established then the purchase price shall be payable in full without deduction by the 20th day of the following delivery.
3. Prices are subject to change without notice.
4. Payment by cheque, Bill of Exchange or other negotiable instrument will not be considered as payment until actually paid or honoured.
5. No returns will be accepted unless written approval is issued by the Company. A restocking fee of 20% will apply unless acknowledged otherwise in writing by the Company. The purchaser must make all applications for return of goods within 14 days of receipt of goods.
6. Without prejudice to such other rights that may accrue the Company shall be entitled to interest at the rate of 2.5 per cent clear a month or part thereof on all sums remaining unpaid after the date for payment as provided herein.
7. The Company shall be under no liability whatsoever (whether in contract or in tort or otherwise) for delays in delivery, non delivery or any loss or damage to the goods in transit howsoever arising and shall not be liable for failure to deliver or to perform the contract caused by any reason beyond its control.
8. The liability of the Company whether in contract or tort or otherwise for any loss, damage or injury arising directly or indirectly from any non-compliance of the goods or from any other breach of the Company's obligations hereunder shall not in any event exceed an amount equivalent to the purchase price.
9. Risk in the goods shall pass to the Customer when such goods are delivered to the customer or into custody on the customer's behalf. The Company retains legal and equitable title to and ownership in the goods until payment in full is made for the all goods supplied by the Company to the Customer.
10. Until ownership in the goods has passed to the customer, the customer holds the goods on behalf of the Company under the following conditions:
 - a) The Company is permitted to enter upon the customer's premises, and the premises of third parties, to inspect and /or repossess the goods.
 - b) If the goods are sold by the Customer prior to payment, or the goods become constituents of other products which are sold, then the proceeds of the sale in either case shall be held by the Customer in trust for the Company and the Customer shall be liable to account to the Company for such proceeds.
11. Notwithstanding that risk may have passed to the Customer, or that delivery may have been completed, it is agreed that the Company shall, without prejudice to any other right it may have at law or in equity, have the right on default in due payment of the purchase price, to enter upon the premises where the goods or any part thereof are situated and take possession of and remove the same with out being responsible for any damage thereby caused. Pending full payment of the purchase price the Customer acknowledges a mutual intention that the goods be removable from any premises. The Company may then resell the goods and apply the proceeds in or towards payment of the purchase price. All costs and expenses of or incurred by the Company as a result of any such action shall be payable by the customer upon demand.

The Customer shall reimburse the Company for all liabilities and expenses (including legal expenses) incurred by it in enforcing any rights it has under this Clause 10.
12. The right of recovery of possession reserved to the Company does not entitle the Customer to return goods supplied but not paid for.
13. All prices and charges referred in this contract and in quotation, which may have formed the basis of this contract, are exclusive of Goods and Services Tax. The Customer shall pay GST on all goods and/or services the subject of this contract and each payment payable under this contract shall be increased accordingly.
14. The Consumer Guarantees Act 1993 does not apply to these terms and conditions of sale in the event that goods and services supplied by the Company to the Customer are for use in the Customer's own business.
15. Any conditions, warranties or terms, which would normally be implied herein whether by statute or at common law or otherwise are hereby expressly excluded. Whilst any advice, recommendation, information, assistance or service (customer information) provided by the Company in relation to goods (including the goods the subject of his contract) sold or manufactured by it or their use or application, is given in good faith and is believed to be appropriate and reliable, any such Customer information provided and any statements or representations made by the Company in relation to any goods supplied by the Company is provided or are made with out liability or responsibility on the part of the Company and this provision is intended to preclude any court from enquiring into or determining the questions referred to in Section 4 of the Contractual Remedies Act 1979.
16. It is the Customer's responsibility to ensure and satisfy itself that the goods and any method of use or application of the goods are suitable for that Customers purpose and the risk of any damage loss or adverse consequences arising or resulting from the purchase or use the goods is voluntarily assumed by the Customer.
17. In the event that goods supplied to the Customer are found upon inspection to be defective, the Company warrants to the Customer that at the Company's option, it shall supply the same quantity of the goods in question as replacement for the defective goods or refund to or credit the Customer with the purchase price of the defective goods.