

Direct Sourcing Solutions Ltd trading as DSS - Terms and Conditions of Sale

GENERAL

These conditions prevail over any conditions which the purchaser's order may purport to impose and which are at variance with the same. No modifications shall be binding upon Direct Sourcing Solutions Limited unless specifically accepted in writing. Direct Sourcing Solutions Ltd will be referred to as DSS hereafter. Typing and clerical errors are subject to correction. All orders or contracts are subject to acceptance by DSS at its office at Kirby Misperton, Malton, regardless if taken elsewhere by a sales person or a selling agent. Quotations do not constitute an offer and shall not bind DSS, until an order has been placed and accepted.

PAYMENT

Unless other terms are expressly agreed upon, payment is Nett 30 days monthly account. DSS reserves the right to impose on the buyer the special term "Cash on Delivery", if it considers it necessary. Payment should be made to Direct Sourcing Solutions Ltd. In addition to its other remedies DSS, reserves the right to change interest on delayed payment from the due date on a daily basis at Fortis Bank plc base rate from time to time in force plus three percent.

PROPERTY

Notwithstanding delivery and the passing of risk in the goods, the property in the goods shall not pass to the buyer until DSS has received in cash or cleared funds payment in full of the price of the goods sold or agreed to be sold by DSS to the buyer under the contract.

Until the property in the goods passes to the buyer:

- a) the buyer shall hold the goods as DSS bailee, and shall keep those goods separate from all other goods and property stored, protected and insured and identified as DSS's property and
- b) the buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall have a fiduciary duty to DSS to account for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the buyer and third parties and , in the case of tangible proceeds, property stored, protected and insured; and
- c) DSS shall be entitled at any time to require the buyer to deliver up the goods to DSS and, if the buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods and for that purpose the buyer hereby authorises and licences DSS to enter upon any land or building upon which the goods are situated to recover those goods.

The buyer shall not be entitled to or in any way charge by way of security for any indebtedness any of the goods which remain the property of DSS, but if the buyer does so all monies owing by the buyer to DSS shall, without prejudice to any other right or remedy of DSS, forthwith become due and payable.

INSPECTION AND RETURN OF GOODS

If upon receipt of goods from DSS the goods do not appear to conform to specifications, the buyer must notify DSS within 5 working days after receipt in writing. The return of correctly supplied goods when accepted by DSS will incur a charge of 20% of the value of the goods excluding VAT at current rate. Goods supplied as special orders are not returnable. Goods cannot be returned without prior authorisation from DSS.

EXCHANGE ITEMS

A surcharge is levied on the exchange items (e.g. items that can be reconditioned). The surcharge is refundable subject to the following conditions:

- a) The exchange items are returned within 10 days.
- b) The exchange items are not broken, damaged or dismantled.

TELEPHONED ORDERS

Verbal or telephoned orders, or any variation, must be confirmed in writing by the Buyer otherwise DSS accept no responsibility for errors or subsequent misunderstandings. DSS assumes no responsibility for any orders which are duplicated, as a result of a confirming order not being identified as such.

ORDER CLASSIFICATION

VOR emergencies must be negotiated at the time of the order being placed. If the order product is available, it will be dispatched the same day, providing the order is received early enough to allow dispatch. We request VOR orders to be placed before 4.00pm

CATALOGUE, PRICE LIST AND OTHER ADVERTISEMENT MATTERS

Catalogues, price lists and other material used for advertising are only an indication of the type of goods, and no other particulars contained therein shall be binding to DSS.

VAT

Unless otherwise stated, all prices quoted by DSS do not include value added tax at the current rate.

PRICES

DSS reserves the right to vary the quoted price and goods will be invoiced at the price ruling at the day of dispatch unless otherwise agreed by DSS in writing.

DELIVERY DATES

Whilst DSS will do its utmost to keep its promised delivery dates, they are to be treated as estimates only. DSS accept no responsibility for loss or damage resulting from delay in the delivery of goods. Delays due to circumstances outside the control of DSS shall not entitle the buyer to cancel any order or to refuse to accept delivery.

WARRANTY CLAIM

All new parts come with a 12 months manufacturer warranty. The warranty period starts from the date of invoice. In the event of a warranty claim DSS must be promptly notified in writing on the appropriate DSS form, and will only accept claims due to faulty materials or workmanship. Goods must be returned carriage paid for immediately upon the discovery of the defect. No credit will be given until such time as DSS is satisfied that such defects arose solely through mentioned causes and DSS has received credit from the manufacturer or supplier. DSS shall in no circumstances be liable for any consequential loss or damages. All replacement items for warranty claims will be booked out at the current DSS price.

DELIVERY CLAIMS

Shortages or damaged in transit items must be reported on the same day of receipt of goods.