

## Terms & Conditions

1. **TERMS**  
Net 30 days Month of Invoice
2. **CARRIAGE COSTS**  
Carriage will be charged on all orders under £400.00 Nett Value. This may be variable as carriage costs increase and you will be advised accordingly.
3. **PRICE VARIATION**  
Prices quoted are those ruling at the time of quotation and are subject to increase without notice thereafter to allow for any increase in taxation or other governmental action or the cost of layout services or Raw Materials which may occur before delivery.
4. **RISK AND TITLE TO GOODS**
  - (a) Notwithstanding delivery to the Buyer, the property in the goods supplied including all products or by processing or finishing the goods and any other goods previously supplied by us. Until property in the goods passes to the Buyer in accordance with this provision.
    - (i) Risk in the goods shall pass to the Buyer immediately upon delivery to him or any carrier or agent acting on his behalf and the Buyer shall ensure that the goods are kept in good condition and insured for our benefit to their full value against all risk and shall indemnify us against loss or damage hereto.
    - (ii) We may (without prejudice to any other of our rights) repossess the goods at the Buyer's expense and for this purpose may enter upon the Buyer's premises.
    - (iii) The Buyer may only sell goods supplied by us or any products made therefrom in our name and for our account and accordingly shall keep any monies arising therefrom in a separate account until such time as full payment for such goods and all other goods supplied has been made.
  - (b) We reserve the right exercisable at our option in writing to the Buyer to waive the provisions of subclause (a) above at any time before payment has been made for the goods supplied or any other goods previously supplied by us and to declare that the property in the goods shall have passed to the Buyer.
5. **DELIVERY**  
Whilst every effort will be made by the seller to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the seller is to be implied and the seller will not accept liability for any loss/damage occasioned by the delay in delivery howsoever caused.  
Each delivery shall constitute a separate contract and any failure or difficulty in one delivery shall not vitiate the contract in respect of any remaining deliveries.
6. **FORCE MAJEURE**  
The performance of all contracts is subject to variation or cancellation by the seller owing to any Act of God, strikes, lockouts, fire, flood, drought, tempest or any other cause beyond the control of the seller, or owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to deliver caused by such contingency.
7. **QUALITY**  
Published information regarding performance, specification, dimensions, etc., of Tangent products is based on research and is reliable to the best of the seller's ability but in itself does not constitute or imply a warranty.
8. **CLAIMS**
  - (i) The purchaser must independently determine the suitability of the material for his particular purpose. Reasonable samples of the material may be made available in order that such testing may be undertaken by the purchaser.
  - (ii) Any condition or warranty as to the goods whether expressed or implied by law or otherwise is hereby excluded and in lieu thereof the seller undertakes that having supplied goods which have been proved to be defective solely in respect of quality of material or workmanship the seller will either:
    - (a) Replace such goods at the seller's expense, or
    - (b) Wholly or in part, credit the purchaser with the price paid therefore.The seller shall not be liable for consequential damages or loss of any kind, and the fulfilment of this of this undertaking shall be a complete fulfilment of the seller's obligations under the contract so far as such goods are concerned.  
Goods whether defective or otherwise must and shall only be returned at the seller's written request.
  - (iii) Claims in respect of manufacturing defects must be lodged with the seller in writing within sixty (60) days.
  - (iv) Claims in respect of damage in transit or partial shortage must be notified to the seller within 48 hours of receipt of goods and confirmed in writing within 7 (7) days.
  - (v) Claims in respect of total non-delivery must be notified to the seller in writing within fourteen (14) days of the date of the invoice.
9. **DISPUTES**  
If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the seller upon, in relation to, or in connection with, the contract, either the purchaser or the seller may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within fourteen (14) days of receipt of such notice, of some person appointed by the President for the time being of the Law Society. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act. 1950 or any statutory modification or re-enactment thereof.  
  
The contract shall be governed and construed by the Laws of England.
10. **CONFLICT OF TERMS OR CONDITIONS**  
Any terms or conditions sought to be imposed by the Buyer which conflicts with or adds to these Conditions shall not apply unless specifically accepted in advance by us in writing.
11. **AUTHORISATION**  
No salesperson or agent may authorise any departure from these Conditions which shall govern transactions except as otherwise specifically stated in writing by an Officer of Tangent Self Adhesives Ltd.

*Registered Office:*  
65 New Cavendish Street  
London W1G 7LS  
Registered in England  
No. 1482867  
Directors: A. Sibley & G. Sibley