



# TERMS OF TRADING

## General

- (1) In these terms of trading "the Company" means Chaperlin & Jacobs Ltd.
- (2) Our previous terms of trading are hereby cancelled.
- (3) The placing of an order shall be conclusively deemed an acceptance of these terms and any purported variation or exclusion shall be of no effect unless accepted by the Company in writing.

## Prices

- (4) All prices shall be subject to alteration without notice and goods will be sold at the Company's price current on date of despatch.
- (5) All prices shall be deemed to be exclusive of Value Added Tax at the appropriate rate from time to time in force, postage and/or carriage and/or delivery charges (if applicable), insurance and all applicable taxes, duties, tariffs and charges of any nature whatsoever imposed in any country or territory either directly or indirectly in respect of the sale or supply of the goods or payment for them.
- (6) Orders over £150 net invoice value will be delivered CARRIAGE PAID anywhere within mainland Britain.  
Exceptions - Dental Plasters, Dentstone KD, Dentstone HXD, Cryscocal R - and all "Direct" sendings by third party suppliers. Some express or next day deliveries may be liable to surcharge.

## Discounts

- (7) The vast majority of items detailed in this Catalogue will be subject to a discount of 10% provided the account is settled within our payment terms. No discount will be given for supplies to customers whose account is in arrears.  
Our price list dated February 2011 and all subsequent price lists will give details. Price column "A" will indicate the unit price. Price column "B" will indicate the price after deducting 10% settlement discount. Some equipment items may not qualify for discount and will be subject to clarification at the time of order. Precious Metals do not qualify for discount. Direct sendings by third party suppliers will not qualify for discount.

## Payment

- (8) Payment of all invoices including Precious Metals shall be made by the last day of the month following month of delivery, e.g. purchases during January due for payment by 28th February.
- (9) In the event of any default in making payment as aforesaid and without prejudice to the Company's other rights, the Company shall be entitled to charge interest on any outstanding balance at the rate of 2% per month above the Base Rate of Barclays Bank plc from time to time in force and for the period commencing with the day upon which payment should have been made as aforesaid and ending on the day upon which payment is actually made.

## Goods returned for credit

- (10) Prior consent of the Company must be obtained before any goods will be considered for credit. Subject to this consent, full credit (excluding carriage costs) will be given providing all of the following conditions are met:-
  - (a) The Invoice/Delivery Note number and date are quoted when application is made for the Company's consent.
  - (b) The goods are returned carriage paid by the Customer or, with the prior consent of the Company, via a duly authorised representative of the Company.
  - (c) The goods are returned within 14 days of delivery to the Customer.
  - (d) The goods are in the same condition as they were in at the time of despatch by the Company to the Customer.  
Failure to comply with any of the above conditions will result in a partial credit only or no credit at all at the sole discretion of the Company.

## Special Order Items

- (11) Special Order Items are defined as those not appearing in this catalogue or any amendment thereto. Special Order Items may not be returned for credit under any circumstances (unless faulty) nor may Special Orders be cancelled once placed.

## Non-delivery

- (12) The Company shall have no liability in respect of the goods lost or damaged in transit unless the Customer notes such shortage loss or damage on the delivery note and gives written notice thereof to the Company and the Carrier within 7 days or such shorter period as may be required by the Carriers Conditions of Carriage. The Company's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.

## Ownership/Title

- (13) No property in or title to any goods shall pass to the Customer until the Customer has satisfied all monies owing to the Company by the Customer on whatever account.

## Risk/Insurance

- (14) Risk passes to the Customer on delivery/collection of the goods. The Customer shall be responsible for and shall indemnify the Company against loss or damage of any sort until such time as he becomes the owner of the goods. This applies equally where goods have been supplied on loan or approval.

## Quality or Fitness

- (15) All items, conditions and warranties (whether implied or made expressly) whether by the Company or its servants or agents or otherwise (other than those express warranties set out in the current edition of the Company's catalogue) relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded.

## Manufacturers Instructions

- (16) The Company shall have no liability in respect of any losses arising as a result of the Customers failure to strictly and fully comply with any manufacturers instructions which may accompany any of the items detailed in this Catalogue or otherwise supplied by the Company.



**Chaperlin & Jacobs Ltd**

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