

HENBURY

HENBURY LTD

Terms & Conditions

1. (i) All and any business of whatsoever nature undertaken including any advices, information or services provided whether gratuitously or not by the Company is transacted subject to the conditions here in after appearing and each of these conditions set out shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers.

(ii) The Customer shall mean the person firm body corporate or incorporate or Company contracting with the Company whether as an agent or not and if contracting as agent then the firms agent shall be deemed to include the principal of such agent.
2. No agent or employee of the Company has the authority to alter and vary these terms and conditions save that should any variation be agreed to by the Company at its absolute discretion then such variation must be in writing and signed by a Director of the Company.
3. The price list is intended as a guide only, and is not an offer for sale. The Company reserves the right to alter prices, and specifications without any prior notice.
4. Delivery charges are as per price list which will be subject to change without any prior notice. Expedited deliveries will be charged extra.
5. Claims arising from shortages (partial loss of goods in transit), or damage must be made in writing to the Company and the carrier so as to reach them within 10 days of receiving the goods. Claims for non-delivery must be lodged with the Company within 21 days of the despatch of goods. All other claims must be made within 10 days of receipt.
6. Every endeavour will be made to deliver the correct quantity ordered but deliveries are conditional on customers accepting a margin of 5% on over or under delivery, the invoices to be charged accordingly.
7. The Company is in no way responsible or liable for any indirect or consequential loss or for any loss to the customer arising from third party claims due to errors, defective dye, manufacturing or fabric faults or any delay in delivery.
8. The Company reserves the right of lien on all goods and property supplied to the customers, whether in the Company's possession or the customer's possession (whether worked on or not) and shall be entitled on the expiration of 14 day's notice to dispose of such goods or property in such manner and at such price as the Company thinks fit and to apply the proceeds towards such debts. Goods in the customer's possession must be returned to the Company within 14 days of the date when the debt becomes due. The property in the goods shall not pass to the customers until payment in full of the price thereof to the Company.

The Company price is intended as a guide only and is subject to above Terms and Conditions.
9. The Company reserves the right to charge interest at 2% per month on all outstanding balances, and to recover any third party collection costs relating to overdue debts.
10. Delivery of goods shall be accepted and payment shall become due as noted on the invoice.
11. Any description of goods sold is given by way of identification only and shall not constitute a contract of sale by description nor shall the production or exhibition of a sample prior to the placing of an order be taken to constitute a sale by sample. Fabric composition is given as a guide only and the Company reserve the right to change composition without prior notice.
12. The Company shall not be liable in respect of any claims by the customer arising out of any of the conditions, warranties and guarantees subject to which the goods are offered as to all of which matters the customer shall satisfy themselves.
13. The Company does not give or imply any warranty that the goods sold do not infringe the patent rights of a third party. If goods are manufactured to the customer's design or according to the customer's instructions, the customer shall indemnify the Company in respect of all claims, damages, costs and expenses in respect of any alleged infringement and on discovery of such infringement the seller shall be at liberty to terminate the contract and receive payment for all goods supplied, manufactured or allocated to the customer even if not actually delivered to or collected by a customer.
14. Unless specified on the contract, no guarantee is given or implied as to quality, washing stability, colour fastness, wearability or making up quality of the goods supplied, nor as to their fitness for any purpose expressed. The customer shall in no case to be taken to have relied upon the skill or expertise of the Company or its agents.
15. Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Company or to such variation as it finds necessary as a result of any Act of God, War, Strike, Lockout or any other dispute, flood, fire drought, legislation or other causes (whether of the foregoing class or not) beyond the Company control. No responsibility is accepted by the Company for late deliveries.
16. The construction, validity and performance of this contract shall be governed by the Laws of England and any legal proceedings in relation to such contract shall be submitted to the jurisdiction of the English Courts without prejudice to the Company's right to bring any such proceedings before the Courts have jurisdiction in the place of residence and business.
17. If any legislation is compulsorily applicable to any business undertaken, these terms and conditions shall as regards such business be read as subject to such legislation and nothing herein shall be constructed as a surrender by the Company of any of its rights or immunities whether as an increase of its responsibilities or liabilities under such legislation and if any part of these terms and conditions be repugnant to such legislation to any extent such part as regards such business, be void only to that extent but no further.