

Terms & Conditions of Sale

1. Definitions:

“the Company” means Drumlord Limited.

“the Buyer” means the person, firm or company specified in the contract.

“the Contract” means the contract accepted by the buyer confirmed by the receipt of the first purchase order.

2. Ruling Conditions:

All contracts of sale are made by the Company subject to these conditions and any printed conditions on the Buyer’s order form or other documents shall not apply unless and to the extent only that they have been expressly accepted by the Company in writing. These conditions can be varied or added to or suspended only by agreement in writing between the parties or by typed or written amendment on the face of this document or some attachment to this document.

3. Price and Payment:

The invoiced price of goods and services shall be paid in accordance with the terms stipulated on the quotation. Where a credit agreement accepted in writing by the Company, is already in place when the purchase order is received, payments shall be made within 30 days from the end of the month in which the invoice was issued (this being “the due date” in these Terms and Conditions of Sale).

4. Delivery:

Whilst the Company will endeavour to meet the delivery date requested by the Buyer, if for any unforeseen circumstances, delivery is delayed, the Company will keep the Buyer duly informed but will not be liable for any loss, costs, damages or expenses (direct, indirect or consequential) suffered by the Buyer as a result of delayed delivery, unless specific terms are agreed for a specific project, duly agreed and signed by both parties.

5. Installment Contracts:

Where goods are delivered in installments in accordance with the Buyers’ order, failure to pay any invoice raised in respect of the installments and goods delivered shall, without prejudice to the Company’s rights under Condition 3, entitle the Company to withhold further supplies until such time as the Buyers’ breach of contract is resolved.

6. Risk and Passing of Title:

a. All goods shall be at the Buyers risk from the time of delivery to the Buyers’ premises, or other delivery address as specified by the Buyer.

b. The Company shall be under no liability to the Buyer in respect of shortage of delivery or damage to goods in transit, unless the Buyer notifies the Company in writing of its claim within 3 days of delivery. The Company shall be under no liability to the Buyer in respect of goods lost in transit unless the Buyer shall notify the Company & if required the carrier in writing within 7 days of the Company’s notification of despatch of goods. If the Buyer shall fail to notify the Company of any discrepancy within the time limits stipulated in this sub-clause (b), the goods shall be deemed to have been the Buyers risk from the time of despatch from the Company’s premises.

c. Legal title to the goods shall remain with the Company until the Company has received all sums owed by the Buyer whether under the contract or any other account with the Company.

- d. The Buyer acknowledges that he is in possession of the goods solely as bailee for the Company until such time as all sums owing by the Buyer, whether under contract or on any other account with the Company, have been paid and until such time as the Buyer shall become the owner of the goods, he shall store them separately from his own goods and in such a way as makes them readily identifiable as the goods of the Company.
- e. The Buyer's right to possession of the goods shall cease if the Buyer, not being a company, commits an act of bankruptcy or suffers a bankruptcy order to be made against him, or makes a proposal to his creditors for a composition in satisfaction of his debts or a scheme of arrangement of his affairs being a proposal which provides for some person to act in relation to the composition or scheme either as trustee or otherwise for the purpose of supervising its implementation, or if the Buyer being a company, suffers or permits the appointment of an administrator or administrative receiver (as those expressions are defined in the Insolvency Act 1985), over the whole or any of its assets, or if a petition is presented for the winding up of the Buyer convenes a meeting of its creditors for the purpose of winding up. For the purpose of the recovery of its goods, the Company may enter upon the premises where they are stored and repossess them.

7. Infringements of Patents etc.:

The Buyer shall indemnify the Company against all damages, costs and expenses suffered or incurred as a result of the work done or materials supplied in accordance with the Buyer's specification which involves the infringement or alleged infringement of any patent registered design or other intellectual property or equitable right of any third party.

8. Force Majeure:

The Company shall have the right without incurring any liability to the Buyer, to cancel the Contract or reduce the volume of goods delivered, if it is prevented from or hindered in delivering the goods as a result of any circumstances beyond its control including (but not limited to) Industrial action, war, fire, or prohibition or enactment of any kind.

9. Sub-Contracting:

The Company shall be entitled to sub-contract any of its obligations under the Contract.

10. Law:

All matters relating to the formation, performance and discharge of the Contract shall be governed by English Law.

Alison Griffiths
Company Secretary
August 2015