

# Process Exchange Ltd.

Pullens Farm, Lamberhurst Road, Horsmonden, Kent, TN12 8ED

Tel: 01892 724333

Email: sales@proex.co.uk Web: www.proex.co.uk

## Terms & Conditions of Sale

### Quotations:

Any Quotation given will exclude delivery charges and will be subject to standard rate VAT. Please also note that due to fluctuations in material costs and exchange rates quotations are only valid for 30 days unless otherwise stated.

### Delivery:

All shortages must be notified within 7 working days from the date of receipt. Any damage caused in transit must be signed for as such and notified within 2 days of delivery. Risk in the goods shall pass on delivery.

Orders cannot be accepted with penalties for late deliveries.

### Cancellation of Orders:

In the event of an order being cancelled or amended, we reserve the right to charge for any material purchased or work carried out to date of such cancellation or amendment.

### Return of Ordered Goods:

Used Goods, due to Health and Safety reasons are subject to a special process for return, please contact us for documentation BEFORE return.

Special order goods cannot be returned unless by prior agreement.

Goods can only be returned by prior agreement and with Process Exchange Ltd returns note. All goods returned must be in an, as new condition, with original packaging, only then they may be credited less a re-stocking charge, assessed on reason for return.

The extent of our liability is limited to the cost of replacement of any defective item supplied by us, but not for fitting or consequential damages or costs.

### Defective Goods:

Any defect or failure of items should be reported to Process Exchange within 3 working days of receipt of the goods.

Any work or modifications carried out on items without the prior permission of Process Exchange Ltd will invalidate the manufacturer's warranty. All costs relating to repair, test or replacement of items as a result of unauthorized modification will be charged to the client and reinstatement of Manufacturer's Warranty will be subject to additional terms and conditions dependent upon circumstance.

### Invoicing:

A minimum charge of £50 applies to all orders unless a special agreement is in place. Errors on invoices should be notified within 7 days from date of invoice.

### Title of Goods:

The ownership/Title of all goods supplied remains with Process Exchange Limited until payment has been received in full. In the event of non-payment, or proceedings are started leading too insolvency, the buyer shall identify and store goods separately, to enable them to be identified and deemed to be Process Exchange Ltd's property which are supplied against a particular invoice. Process Exchange Ltd shall then be entitled to re-possess the identified goods and should be afforded every facility to do so.

### Payment Terms:

Payment terms as agreed with our accounts department.

Payment can be made by BACS, direct payment or by Credit Card. Bank details can be found on the invoice.

For account customers - ***If the account is not paid by the 15<sup>th</sup> of the following month then the account will be placed on stop.***

We reserve the right to place accounts on stop if these terms are not adhered to and interest may be added. If late payment continues then the credit account will be withdrawn, and a Collection Agency will be used to retrieve any outstanding amount.

The ownership of all goods supplied remains with Process Exchange Limited until payment has been received in full.

### Privacy & Data Protection:

We hold your Company information within our systems to enable us to trade with you, this could include: ***Company Name, Company Address (including site locations or alternate delivery addresses), Company Contacts (buyers/sales/accounts/management etc.), Various telephone numbers and fax numbers as supplied by yourselves, Various e-mail addresses as supplied by yourselves, VAT number, Bank account details***

Information pertaining to your Company, as well as our own data is backed up daily for security and loss prevention measures - these back-ups can only be accessed by our company directors.

Your basic details are kept for a minimum of 6 years as dictated by the current UK tax law, after which it is securely shredded and/or deleted. We use data relating to your business to facilitate trading with you and your Company and for general correspondence and will never pass on or sell this information without your express permission.

Should you wish to change/remove the data we currently keep – please contact us directly.

Registered in England & Wales no: 7436223.

Reg Office: 3-4 Bower Terrace, Tonbridge Road, Maidstone, Kent. ME16 8RY

VAT Reg No: 803540463



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