

## **Kira Supplies Ltd Terms and Conditions**

We are Kira Supplies Ltd, a company registered in England under the number 4641902. These are the terms and conditions upon which we do business. Please read them carefully before ordering any products. By ordering any of the products, you agree to be bound by these conditions. We may revise or update these terms and conditions at any time without notice. The current terms and conditions can be found on our website at [www.kira.co.uk](http://www.kira.co.uk)

### **1. Goods and Services**

- 1.1. All drawings, descriptive matter, specifications and advertising we issue and any descriptions or illustrations contained in our literature or on our web site are issued or published to give you a general idea of our goods and services. Although we make every effort to ensure that information about our goods and services is correct, sometimes it may be incomplete, out of date or inaccurate. In particular, some details, such as colour and dimensions, may not be a true representation and subject to change without notice.
- 1.2. If you wish to rely on a particular piece of information about our goods or services then you should let us know in writing. If we are happy for you to rely on a particular piece of information about our goods or services then one of our directors will confirm this to you in writing; otherwise you cannot make a claim against us or cancel an order based on information given to you about our goods or services.

### **2. Orders**

To place an order with us for the purchase of goods you need to provide us with an official company purchase order containing at least the description and number of the goods you wish to order.

We accept an order you place with us, at the time it is confirmed to you or, if earlier, at the time we despatch/make available for collection the ordered goods to you or commence the provision of the services as applicable. It is at the moment we accept your order that a contract of sale is made between you and us for the sale of goods and or the provision of services specified in your order.

You may cancel or modify an order at any time before we accept it.

If you wish to cancel that order, you pay all our costs incurred up to the date of cancellation.

### **3. Collection and delivery of goods**

If the goods you order are in stock then we aim to despatch the goods to you or make them available for collection by the next business working day if ordered before 14:00hours.

Goods not in stock will be automatically released once they are in stock. You will be advised of the date to which we are working when your order is confirmed.

We recognise that you may suggest collection/delivery dates in your orders for goods. We will try to meet your suggested collection/delivery dates; but we cannot and do not, guarantee to make goods available for collection or to deliver goods by any particular date. We accept no liability for any loss or damage you may suffer as a result of our failure to make goods available for collection or to deliver goods on or by a particular date.

#### **4. Title to goods**

We own all goods that you order from us until we receive from you in cleared funds all monies due to us in relation to the goods, at which time title to the goods passes from us to you.

You must clearly identify goods that you have ordered from us but not paid for in full as belonging to us and keep them safe, secure, comprehensively insured against loss and damage.

You must not part with possession of any unpaid goods. You may sell unpaid goods in the ordinary course of your business on the understanding that the proceeds of the sale belong to us.

#### **5. Acceptance of goods**

We recommend that you check that the goods we sell to you conform with their contract of sale at the time you take delivery.

Signature of the proof of delivery note on delivery shall be conclusive proof that the goods packaging has not been damaged or tampered with while the goods have been at our risk.

If you do not receive all the goods or you find that any of the goods do not conform to the contract of sale then you must notify us of this fact in writing within 3 days of the date of delivery of the goods.

If you notify us in writing, and we accept your claim then we will pay by way of full and final settlement of all our obligations and liabilities to you in relation to the claim at our discretion either; credit your trading account with an amount equal to any monies you have paid us, or replace them with goods that conform with these terms and conditions.

#### **6. Warranty**

We warrant to you that any goods we supply to you is of a satisfactory quality.

For each third party good we supply to you we will pass on to you, to the extent that we are able to do so, the benefit of any standard warranty or guarantee that is provided by the end user of the good by the good manufacturer.

In addition, we offer a separate written warranty or guarantee in respect of a good we supply you. If we offer a separate written warranty or guarantee for good then details of the warranty/guarantee will be provided with the good at the time of its despatch.

Any goods that we supply to you which are outside of the United Kingdom will not be eligible for onsite warranty support.

#### **7. Services**

We aim to provide the services in accordance with any dates or timetables. We accept no liability for any loss or damage you may suffer as a result of our failure to provide the services in accordance with any dates or timetable

If we require access to any premises to provide any services then you will be responsible for making access to such premises available to us to enable us to carry out the services.

We warrant to you that we will provide the services with reasonable skill and care.

## **8. Pricing**

Prices vary on a regular basis. Prices quoted exclude VAT. A delivery charge is always quoted and is dependent on the size and weight of the product ordered.

If a price has been quoted for a product this will be honoured for 7 days, unless at the time of quotation you are told there is a special offer available for a specified period only (this may be just 24 hours)

## **9. Payment**

For customers to purchase goods from us they must either have an account with us or pay for goods on placement of the order.

We will invoice you for the goods you order on or around the date we make the goods available for delivery/collection.

You must notify us of any query you have about an invoice within 7 days of the date of the invoice.

For goods that are purchased on account then payment is due within 30 days of the invoice for the products. For customers who do not hold an account then payment must be made prior to delivery and delivery will be dependent upon receipt of cleared funds.

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above the banks base rate and shall accrue at such a rate after as well as before any judgement.

## **10. Liability**

Kira Supplies Ltd always tries to give accurate and reliable information regarding products. However due to the open nature and the potential for errors in the storage and transmission of information we cannot warrant the accuracy and security of information given.

We accept no liability whatsoever for any loss or damage arising from the inclusion or provision of any of the information regarding our products.

We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort including negligence breach of contract or otherwise even if foreseeable.

Nothing in this clause shall limit in any way our liability to you:

For death or personal injury caused by negligence

Under section 2 (3) of the consumer protection act 1987

For fraud or fraudulent misrepresentation: or

For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **11. Returns**

The buyer shall obtain a returns material authorisation number (RMA) from Kira Supplies Ltd before returning any goods.

The buyer shall quote the sales invoice number and the serial number on which the goods were purchased, upon verification by the seller, the seller shall issue a RMA number which shall be valid for a period of 30 days.

The good shall be returned to Kira Supplies Ltd at the buyer's expense, sufficiently packaged so as to avoid damage in transit, with the original documentation.

Kira Supplies Ltd shall reserve the right to refuse to restock any goods which have been:

Supplied in accordance with the buyers order

Returned incomplete

Returned not in manufacturers packaging or with defaced packaging

Returned in a non saleable condition

## **12. Notices and Complaints**

All notices given by you to us should be sent to:

By post

Kira Supplies Ltd

Kira House

Holt Lane

Lea

Derbyshire

DE4 5GQ

By email

[Sales@kira.co.uk](mailto:Sales@kira.co.uk)

## **13. Transfer of rights and obligations**

The contract between you and us is binding on you and us and on our respective successors and assigns

You may not transfer, assign, charge or otherwise dispose of the contract between you and us, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of the contract between you and us, or any of our rights or obligations arising under it, at any time during the term of the contract, including due to an asset or business sale of Kira Supplies Ltd.

## **14. Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control "a force majeure event."

## **15. Waiver**

If we fail, at any time during the term of our contract with you, to insist upon strict performance of any of your obligations under the contract or any of these conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

## **16. Severability**

If any of these conditions or any provisions of a contract between you and us are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**17. Entire agreement**

These conditions, our privacy policy, our terms and conditions of sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

You and we acknowledge that, in entering into a contract, you have not and we have not relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such contract except as expressly stated in these conditions.

A person who is not a party to this agreement has no right under the contract act 1999 to enforce any terms of these conditions.

Our right to vary these conditions

We have the right to revise and amend these conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time that your order products from us, unless any change to those policies or these conditions is required to be made by law or governmental authority or if we notify you of the change to those policies or these conditions before we accept your order.

Contracts for the purchase of products from our company will be governed by English Law. Any dispute arising from, or related to, such contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.