

# Terms and Conditions

## Basis of Sale

Longforte Trading shall sell and the Buyer shall purchase the Goods in accordance with these Terms and Conditions, which shall govern the contract to the exclusion of any other terms upon which any quotation is issued or purported to be accepted, or any such order is placed or purported to be made, by the Buyer, and for the avoidance of doubt and so far as the law allows all representations and other terms express or implied are hereby excluded.

No variation to these terms shall be binding unless agreed in writing between the authorised representatives of Longforte Trading and the Buyer.

## Ordering

Orders can be placed by Post, Telephone and Email to:  
Longforte Trading, Unit 2, 6 Greycaine Road, Watford, WD24 7GP  
Telephone: 01923 227 449  
Email: [info@longforte.com](mailto:info@longforte.com)

No order submitted by the Buyer shall be deemed as accepted by Longforte Trading unless and until confirmed in writing (or by such other method as Longforte Trading may from time to time choose) by Longforte Trading's authorised representative.

The Buyer shall be responsible to Longforte Trading for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Longforte Trading any necessary information relating to the Goods within a sufficient time to enable Longforte Trading to perform the contract in accordance with these terms.

There is a minimum initial order for Goods, the details of which may be obtained from Longforte Trading at the time of the order.

## Prices

Longforte Trading reserves the right to alter the price of the Goods and orders will be invoiced at the prices current at the date of dispatch. All prices are exclusive of any applicable value added or other sales tax, which the buyer shall additionally pay to Longforte Trading at the same time as the price.

All prices are payable in £Sterling unless otherwise agreed in writing by Longforte Trading.

## Payment

Payment can be made by Cash, BACS, Credit Card and Debit Card. All goods remain the property of Longforte Trading Ltd until the invoice is paid in full.

## Accounts

For Account customers, failure to settle within 30 days may result in following orders reverting to payment in advance.

All collection fees incurred by us regarding the recovery of overdue accounts will be passed on to the customer.

We reserve the right to charge interest on overdue accounts at a rate of 2.5% per month.

Goods are only despatched to non-Account customers on receipt of payment. If the buyer fails to make any payment on the due date then, without limiting any other right or remedy available to Longforte Trading, Longforte Trading may:

- (i) Cancel the order or suspend any further deliveries to the Buyer;
- (ii) Appropriate any payments made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and Longforte Trading) as Longforte Trading may think fit (notwithstanding any purported appropriation by the Buyer).

## Delivery

Longforte Trading reserves the right to alter delivery charges and all deliveries will be invoiced at the prices current at the time of despatch. Goods will be delivered by a carrier nominated by Longforte Trading, or by any other method Longforte Trading chooses.

Orders received before 3 p.m. from UK Account customers and UK customers paying by credit/debit card are generally delivered in the UK the next working day.

Whilst every effort is made to ensure next working day delivery in the UK, this cannot be guaranteed generally and in particular:

- (i) For all parts of the Scottish Highlands and Islands
- (ii) In the event that the carrier used by Longforte Trading fails to comply with instructions to deliver next working day
- (iii) In the event of industrial action by the carrier used by Longforte Trading. Longforte Trading cannot accept liability for any loss resulting from late delivery or non-delivery of Goods.

## Back Orders

If any of the Goods ordered by the Buyer are not in stock at the time the order is placed, the Buyer will be offered the option of placing the Goods on Back Order for future delivery. Longforte Trading reserves the right to cancel Goods on Back Order.

## Specification

Any illustration of a product or description of size, dimension, style, weight etc. is given in good faith, however cannot be guaranteed as absolutely correct. Should any product not be available in the size or colour or design ordered, an alternative may be supplied unless the customer specifies on the order form that an alternative must not be supplied.

## Returns

Longforte Trading are unable to offer sale or return arrangements. Items will only be replaced or credited provided it is clear that there is a manufacturing fault, or the damage occurs prior to delivery. Items that have been used will not be replaced or credited unless it is clear that there is a manufacturing fault.

Items delivered broken or faulty must be reported to us within 7 days accompanied by full details of the order date and invoice number.

Each item must be returned in its individual bag with the product code clearly marked.

Claims can only be made within 7 days of delivery. No claims will be accepted until full payment has been received of the order.

Items returned to Longforte Trading that do not meet any one of the above requirements will be returned to the Customer and a handling charge may be made.

The issuing of replacements and credit notes is at Longforte Trading's discretion.

## Errors

In the unlikely event of Longforte Trading supplying your order incorrectly in any way, customers must contact Longforte Trading immediately providing full details of the order date and invoice number. Longforte Trading will endeavour to correct the situation immediately.

## Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer on delivery.

Notwithstanding delivery and passing of risk in the Goods, or any other provision of these terms, the property in the Goods shall not pass to the Buyer until Longforte Trading has received in cash or clear funds payment in full of the price of the Goods and all other Goods agreed to be sold by Longforte Trading to the Buyer for which payment is then due.

In the event of non-payment by the Buyer for any Goods Longforte Trading shall be entitled to repossess the Goods unless they have been subject to prior resale, in which case Longforte Trading shall be entitled to the proceeds of the resale in the hands of the Buyer or any Liquidator, Receiver or Buyer's trustee in the bankruptcy.

## Insolvency of

### Buyer

If:

- (i) the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - (ii) an encumbrancer takes possession, or a Receiver is appointed, of any of the property or assets of the Buyer; or
  - (iii) the Buyer ceases, or threatens to cease, to carry on business; or
  - (iv) Longforte Trading reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer accordingly; or
  - (v) an Administrative Receiver is appointed;
- then, without limiting any other right or remedy available to Longforte Trading, Longforte Trading may cancel the order or suspend any further deliveries under the contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price of such Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## Copying

All designs indicated with the © sign shown in our catalogues are original designs by Longforte Trading, and are protected by copyright.

In the event of any unauthorised copying Longforte Trading are entitled to take legal proceedings against the customer, wholesaler or manufacturer.

## General

No waiver by Longforte Trading of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

If any provision of the contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected.

The Contract shall be governed by the laws of England, and the buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

A person who is not a party to an order to which those terms apply, may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.



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