

Terms & Conditions of Sale



All orders and contracts are accepted subject to the following Terms and Conditions of Sale to the exclusion of any other Terms and Conditions, and may not be altered unless agreed in writing by a Director of the Company. In these Terms and Conditions of Sale "the Company" refers exclusively to Encore Diamond (UK) Ltd.

1. Payment

Terms: a) Pro Forma (payable with order)
b) Credit (by agreement only): net monthly account, payment due 30 days from end of invoice month.

Method: Credit/debit card, cheque or BACS.

2. Prices

All prices are subject to VAT at the current rate. We reserve the right to amend prices quoted should specifications or any other requirements change. We reserve the right to increase prices to reflect increased costs at time of delivery. Prices are subject to change without prior notice.

3. Retention of Title

Until such time as the Company has been paid in full for any goods supplied and delivered, the goods will remain the sole and absolute property of the Company as the legal and equitable owner. Until such time as the property in the goods passes to the customer, the customer will clearly identify the goods sold to the customer by the Company, and undertake to store them separately and apart from all other goods. The customer may in the ordinary course of business be free to sell and deliver the goods to any third party as our bailee, and that any monies as received by the customer as a result of such sales are held separately and in trust, identifiable as the Company's property.

The customer agrees on being so requested to immediately assign to the Company all rights and claims to which the customer may have against his customers arising from such sales until payment is made as aforesaid. The Company reserves the right to repossess the goods to which it has title as aforesaid, and to enter onto the customer's premises, property or land to effect repossession of all goods for which payment has not been made in accordance with our payment terms.

4. Fulfillment of Orders

Quotations by the Company for delivery ex stock are made subject to availability of such goods remaining unsold at time of receipt of purchase order from the customer. We reserve the right to fulfill outstanding balances as and when further stocks are available. Time shall not be of the essence of any contract or order between the Company and the customer. Notwithstanding the Company will endeavour to meet any

reasonable delivery request made by the customer. The Company reserves the right to ship orders to the nearest standard pack quantity.

5. Carriage

UK Mainland (Excluding N Ireland) – Carriage free on orders exceeding £300 net.

N Ireland – Carriage free on orders exceeding £400.

Scottish Highlands – Carriage free on orders exceeding £500.

Ireland – Carriage Free on orders exceeding €700.

Rest of World – Please contact us for advice & quote.

All other orders will be charged as per current tariff of carrier agent. Any premium service selected is chargeable to the receiver.

6. Claims and Returns

Claims for short delivered and damaged goods must be notified to the Company within 3 working days of receipt. Returns should only be made with the express authority of the Company. We disclaim any responsibility for any goods returned without authority. A handling charge may be applied.

7. Specifications and Publications

In the interests of ongoing product development the Company reserves the right to change product specifications without prior notice. All literature is subject to change without notice.

8. Governing Law

In the event of any dispute arising between the Company and its customers, it is deemed that any such dispute will be settled according to English Law.

9. Product Guarantee

Encore Diamond (UK) Ltd products are guaranteed to give the results as represented when used as directed. Any claims will be subject to an inspection by a member of staff to ascertain whether it is valid.

10. Late Payment

In the event of late payment under agreed terms as described in 1(b) above the Company reserves the right to charge interest at the statutory rate.