

Mim's Enterprises Limited (Mim's) Terms and Conditions (all brands)

Prices & VAT

Orders are accepted subject to availability, at prices applicable at the time of despatch. All prices are exclusive of VAT which is charged on invoices at the prevailing rate. All export prices quoted and invoiced exclude any carriage, VAT, Customs duty and clearance charges.

Carriage

Minimum carriage paid order (excluding VAT) is £500 net goods value per pallet for deliveries within mainland UK. Orders below this sum and outside mainland UK will be charged at cost.

Data Protection

Details supplied may be held on an information retrieval system. Mim's does not pass any marketing information to any third party. Mim's will carry out credit checks with a licensed credit reference agency and a report of that search will be left for other companies to view. If you do not wish us to conduct this check, please contact our Credit Department.

Payment

Unless otherwise stated, all invoices rendered are payable in Pounds Sterling (GBP) by the 25th of the month following the month of invoice. In line with The Late Payment of Commercial Debts Act 1998, interest will be charged at 2.5% over the base rate per month on any overdue accounts from the date on which payment is due. Returned cheques will incur a £20 fee. The customer shall also pay all legal and other costs incurred by Mim's in recovering any amounts owing from the customer and for goods in which title has been retained by Mim's. Any discount offered is only applicable if invoices are paid within agreed trading terms. Failure to pay in full within the terms of an invoice will result in the loss of all discounts. A revised invoice will be issued.

Title

The title of all goods delivered to the customer or to his order shall remain with Mim's until it has received payment in full for all outstanding invoices, including all other debts for any other goods or services then or subsequently, owed to it by the customer on any account. Mim's shall be entitled at any time on demand to repossess and sell all or any of the goods and thereby terminate the customer's right to use or sell them and to enter any premises in which the goods are located for the purpose of inspecting or repossessing them. Mim's does not trade on a 'Sale or Return' basis.

All Mim's pottery display stands and merchandising equipment are supplied free on loan and remain the property of Mim's solely and exclusively for the display of Mim's products. Mim's reserves the right to reallocate any display stands in the event that these stands are not used for their intended purpose.

Delivery

Any delivery date specified by Mim's is an estimate only and it shall not be liable for the consequence of any delay. Although every attempt will be made to deliver complete orders, Mim's reserves the right to deliver part orders and cancel all balance of orders. Mim's reserves the right to substitute any goods which for any reason whatsoever are not available at the intended date of despatch with goods of similar style. All deliveries must be checked by an authorised representative who must sign for the correct number of pallets received.

Merchandising

A merchandising service may be provided via your local sales person, where qualifying terms are met. Such a service is provided voluntarily and is not guaranteed, and no compensation will be due or awarded from any party for any failure to provide such service. Qualifying terms may be amended anytime at Mim's discretion.

Pre-Pricing

A labelling and retail pricing service is available, marked up from cost of goods. Whilst every effort is made to ensure the accuracy of retail prices, Mim's shall not be held responsible for any errors and resultant losses. Calculated prices shall be rounded in the normal manner which may result in a differential of approximately 3%.

Damages & Claims

All items must be inspected upon delivery. Please note 'DAMAGES' on the driver's Delivery Note for credit consideration. If not recorded, this will invalidate your claim. Claims for breakages and shortages must be notified to Mim's in writing within three working days from date of delivery. Broken items are to be retained for inspection. Where goods are sold as a set, credit will only be given to actual damaged articles. Mim's will issue a credit note for agreed claims and will not be responsible for replacing damaged items.

Pots and saucers, including those glazed are manufactured from clay which may exhibit a degree of porosity which may result in water damage to floor coverings, table tops and other surfaces. Mim's will not accept claims for damage to property. Care should be taken to protect valuable surfaces. The unpacking of goods and the unloading of containers is entirely the responsibility of the purchaser. Mim's will accept no liability for any loss, injury or damages caused while carrying out this work.

Returns & Cancellation

Goods may not be returned or refused without prior authorisation and may be subject to a 15% restocking fee including any freight charges incurred. Returns will not be accepted more than 90 days after delivery. Agreed returns must be packed securely. We can only accept returns for unused items in good condition and in their original packaging.

Designs

Typical designs are shown in the catalogues. Mim's reserves the right to alter the specifications, designs, colours, price lists and conditions of sale at any time without prior notice.

Product Liability

Mim's catalogues and other sales literature contain many specific instructions, cautions and warnings relating to the safe handling and correct use of the products. Mim's must rely on retailers to pass on all relevant information to their customers and shall not be responsible for any resultant claims or consequential losses.

I have read and agreed with above terms and conditions.

Company _____

Authorised Signature _____ Date _____

Print Name _____ Position _____

For office use:

Account No: