

Terms & Conditions



Definitions

The words and phrases below have the following meanings.

You, your The customer who asks us to provide goods. This includes any employee, agent or subcontractor acting on the customer's behalf.

We, us, our Bray Group Limited.

Goods Any item or items we provide you including packaging.

General

These are the terms and conditions under which we trade with you.

They cannot be changed unless one of our directors agrees in writing. They override any terms and conditions you may seek to impose on us. We reserve the right to subcontract any part of a service or product by employing any other person or company who shall also have the power to subcontract. Our liability to you is limited and explained in detail below. These terms are intended to be reasonable to you and to us. If a part proves to be unenforceable or void at law, this will not affect the rest. If you or we choose not to exercise any rights described here, then that will not be regarded as a waiver of those rights for the future. English law governs these terms and conditions. English courts will deal with any dispute.

Specification

Unless particular specification is agreed in writing we reserve the right to supply goods to the specification and / or design at the time of despatch.

Delivery

Delivery times are to be treated as an estimate only. We shall not be liable for any failure to deliver within such times whether a time for delivery is quoted or not. We shall not be held responsible for delays caused by anything beyond our reasonable control. Any special delivery requirements must be notified to us in writing at the time of placing the order.

Loss or Damage in Transit

No claims for breakages or missing goods can be recognised unless notified to us and the carrier within three days of receipt of the consignment. In the case of non-delivery of a complete consignment, notification must be received by us within 14 days of the invoice date. Claims for damages on exported goods must be supported by a local insurance assessor's report before claims can be considered.

Return of Goods

Goods are not returnable.

Should we agree to the return of goods, we will provide you with an authorisation number and we may invoice you for a restocking charge. We do not accept responsibility for goods returned to us unless we arrange collection.

Minimum Order Quantity

A minimum order quantity for each item is shown on our price list. We reserve the right to refuse orders below the minimum order quantity.

Minimum Order Value

Orders for less than £45 excluding Vat will not be accepted.

Carriage & Other Charges

1. Customers in the United Kingdom
 - a. No carriage is charged on orders equal to or exceeding £500 excluding Vat, except in unusual circumstances. An example of an exception is where the carriage cost is an unusually high proportion of the order value. In all exceptions, we will consult you and agree a carriage charge before proceeding with your order. £15 is charged for carriage on orders less than £500 excluding Vat.
2. Customers outside the United Kingdom
 - a. Orders less than £1,000 are shipped ex-Works. Orders of £1,000 and above are shipped FOB at a United Kingdom port. Product liability is automatically covered on all orders. At your request, we can quote for other terms.
 - b. Orders less than £500 are subject to an Export Admin Fee of £25. No further charge is made for documents except when certification by an embassy, chamber of commerce or notary is required. We will quote for these certification services.

Vat Zero-Rated Orders

Requests for zero Vat orders must be accompanied by an exemption certificate if you are in the United Kingdom or by your Vat Registration Number if you are outside the United Kingdom and inside the European Community.

Price

Our quotes are valid for 30 days.

We will do our best to give three months' notice of a price increase and to hold prices for a particular order however some raw material prices in periods of extreme volatility may prevent us doing this for some products.

Our price list shows prices excluding Vat unless stated otherwise. We do not accept responsibility for typographical errors in pricing in our price list, literature or quotations. We reserve the right to alter prices without notice.

Volume discounts are available on most goods.

Payment

Payment must be received before the end of the month immediately following the date of invoice. Payment in advance or financial guarantees may be required and we may withdraw credit at any time. If credit is withdrawn, all invoices become payable immediately regardless of any credit terms or payment dates previously agreed with you. We may charge interest on overdue accounts. If we take legal action to recover payment from you, our claim will include interest and all the costs of the legal action.

Cancellation

Orders may not be cancelled without our prior written agreement. A cancellation charge may apply.

Liability

We will not be liable for any loss or damage or delay or misdelivery if the cause is an event reasonably beyond our control. Such events include, but are not limited to war, terrorism, piratic or criminal action, riot, strike, lock out, or similar action, natural disaster such as flood, subsidence, volcanic activity, or severe weather conditions, goods being seized or detained by any public authority, incorrect or insufficient or ambiguous address provided by you, incorrect or insufficient packaging of goods, natural wastage of perishable or fragile goods, traffic congestion or delay. We will not be liable for any consequential or economic loss or damage suffered by you or any third party. Our liability for any loss or damage suffered by you and arising by way of defects in the goods or otherwise shall be limited to the invoice prices of the goods in respect of or in relation to which loss or damage is claimed. Our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods and, save as provided in this clause, we shall not be under any liability, whether in contract, tort, breach of statutory duty or otherwise in respect of defects in goods delivered or for any other injury (other than death or personal injury caused by our negligence as defined in the Unfair Contract Terms Act 1977) damage or loss resulting from such defect or from any information, service or advice rendered by us or our employees or agents. You must continue to pay our invoices in full and when due even though you may have submitted a claim.

Title

Goods remain our property until payment has been received. Until you have made full payment, you shall take all necessary measures for the protection and safeguard of the goods including insurance. The risks on all goods are passed to you on delivery. If you sell goods for which you have not paid in full, you do so as our Agent and Trustee, and you will pass the proceeds of the resale to us in accordance with our terms.

Regulatory Compliance

It is a contractual condition that buyers of medical devices subject to CE marking regulations keep records of batch traceability to the next party in the chain of custody, and require the next party to do the same, and be able to supply batch information within 2 working days.

Health & Safety at Work Act 1974 / Control of Substances Hazardous to Health 1996

This 1974 Act requires that we inform you of the hazards and handling requirements of some of our products. It is our recommendation that these products are handled in line with our instructions and only by authorised people. Material Safety Data Sheets are available on request by email and fax or as downloadable PDFs at our web site below.



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