



## **R C Schroder Limited**

(Hereinafter called the Company)

### **Sale with Reservation of Ownership**

#### **Conditions of Sale**

#### **1. Terms**

- 1.1 Payment in full amount of the invoice must be made by the 20th of the month following delivery.
- 1.2 Failure to pay on the due date will automatically incur interest at a rate determined by the Company and advised from time to time. Also all recovery fees will be added to the account in the event of a debt being retrieved by a debt collection agency.
- 1.3 Goods returned for credit or disputed accounts will not be accepted after 14 days of receipt of goods.

#### **2. Ownership**

- 2.1 Risk in any goods supplied by the Company to the customer shall pass when such goods are delivered to the customer or into custody on the customer's behalf.
- 2.2 Ownership in goods shall remain vested in the Company until the goods have been paid for in full.
- 2.3 The customer shall keep all goods supplied to it by the Company separately identified from all other goods until such time as they have been paid for.
- 2.4 The Company shall have the right to enter onto the premises of the customer at any time to inspect unsold goods.
- 2.5 The customer shall have the right to undisturbed possession of the goods until the date upon which payment for those goods is to be made, but thereafter the Company shall have the right to enter on the customer's premises and recover possession of those goods if payment for them had not earlier been made. In the event that the goods recovered have been damaged or have suffered a loss in value, the Company shall be entitled to be compensated by the customer for such damage or loss of value.
- 2.6 The customer shall have the right to sell the goods prior to making payment to the Company for them, but in doing so the customer will be deemed to be acting as a mercantile agent for the Company and shall hold proceeds of sale (less reasonable commission), in trust for the Company and will, on demand of the Company, provide full details of all sales so made and the account in which those proceeds are held.

#### **3. Liability**

- 3.1 Any claim against the Company is to be limited to the invoice value of the goods and liability for consequential damage is excluded.
- 3.2 The Company shall not be responsible for any damage whatsoever caused in the event that products are fitted, serviced or operated incorrectly, or if such products are in any way adapted to a use which they are not intended.

Signed: ..... Designation: ..... Date: .....