



TERMS AND CONDITIONS OF SALE

ACCOUNT TERMS – 30 days end of month. Millennium Bearings & Transmissions Ltd reserves the right to charge for any costs incurred due to late payment or in collecting/processing late payments. Repeated late payments may result in credit facilities being withdrawn.

V.A.T. – Value Added Tax is not included in the price.

PRICE – Prices charged will be those ruling at date of despatch. All goods subject to availability.

CARRIAGE – Free by our own transport. We reserve the right to negotiate carriage charges for emergency circumstances.

RETENTION OF TITLE – Ownership of the goods shall remain with Millennium Bearings & Transmissions Ltd (“The Company”) who reserves the right to dispose of the goods until payment in full has been received by the Company. Such payment shall become due immediately upon the commencement of any act or proceeding in which the buyer’s solvency is involved. If payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the buyer’s premises by its servants or agents for that purpose. Until the Company is paid in full all monies outstanding, the relationship of the buyer to the Company shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the Company shall have the right to trace the proceeds thereof.

DAMAGE OR SHORT DELIVERY – Damage/Shortages must be noted on Carriers Delivery Sheet immediately and notice in writing given to Millennium Bearings & Transmissions Ltd within 3 days of receipt of goods.

RETURN OF GOODS – No goods (other than goods which reach the customers in an unusable condition) may be returned without the prior consent of Millennium Bearings & Transmissions Ltd. Where Millennium Bearings & Transmissions Ltd consents to such return, the goods must be received from the customer in good condition, and the customer agrees to pay an administrative handling charge of 20% of the invoice value of the goods returned. It is our normal practice to replace any merchandise, which might reach customers in an unusable condition. No handling charge will be made under these circumstances. It would help if goods, which are being returned to us for examination prior to replacement, are thoroughly cleaned and adequately packed before despatch.

Specification – The customer’s attention is specifically drawn to the manufacturer’s brochures and safety literature in respect of the correct use and application of products which Millennium Bearings & Transmissions Ltd may supply. The customers shall be wholly responsible for checking that such products are entirely appropriate for the use and application to which they may be put. The specification and description of the goods in our catalogues have been supplied by manufacturers and were correct to the best of Millennium Bearings & Transmissions Ltd knowledge at the time of going to press. In view of the rights claimed by manufacturers to change specification without notice and whilst all reasonable care is taken to ensure that due notification of such change is given customers are advised to confirm the exact requirements of all goods **PRIOR TO ORDER**, where variations will be material to performance.

DATA PROTECTION – Any data we hold on our systems for you, will only be used for the purpose for which it is required as previously agreed with yourselves. We will not sell or pass on your personal data to any third party without your prior permission, unless there is a legal or legitimate reason to do so, i.e. to fraud prevention agencies, credit check companies or couriers for the purpose of deliveries. Where goods are delivered direct from our suppliers or ordered using one of our online facilities, some data may be passed on for that sole purpose.

I/WE AGREE TO THESE TERMS

SIGNED BY (Director/Authorised Signatory)

PRINT NAME

COMPANY NAME

(Must be name in which account is to be opened)