

## AADVARK GROUP

### TERMS AND CONDITIONS

#### 1. Products

- a. The advertised products held in stock may change due to unavailability or unsuitability. Aadvark Supplies will endeavour to inform customers of any change.
- b. Samples of most chemicals and consumables are available for evaluation. Machinery and larger equipment are available for demonstration and/or trial.
- c. The user must follow all storage and safety aspects. Full Health and Safety Data is available and will be issued on request and/or with the products. This information is given in good faith but no warranty is implied. The user must satisfy themselves as to the suitability of the products for their purpose.
- d. Specially ordered products may incur a 20% deposit payable by the customer at time of order which will be held by Aadvark Supplies until the product is paid for/invoiced or if the customer does not collect/returns product prior to payment.
- e. Aadvark may require a written order for non stocked products. If Purchase Order numbers/references are required, these must be given at the time of ordering.

#### 2. Services

- a. Full specifications of the work to be carried out will be issued at the time of quotation. It is the clients responsibility to check that all aspects are correct and according to their requirements. Any changes to this specification must be notified to Aadvark by the client prior to acceptance of the quotation. Failure to do so may result in the incorrect work being carried out.
- b. The client's acceptance of the quotation is to be notified to Aadvark in writing prior to the work being carried out. By doing so, the client is accepting all aspects of the quotation.
- c. For contract services there is no fixed length for most services, although there is a minimum of 12 months on some specialist services (eg: Dosing Unit rental). Any contract other than normal will be notified to the client at the time of quotation. Aadvark would ask for 1 month's notice on contracts.

#### 3. Client Satisfaction (Products)

- a. Products found to be faulty on delivery should be reported immediately on receipt and a replacement will be delivered.
- b. It is the customer's responsibility to ensure that a product is suitable and Aadvark Supplies cannot take any responsibility for products ordered by the customer that on receipt are deemed unsuitable.
- c. Where possible, Aadvark Supplies will accept returned unused stock items without charge to the customer. Aadvark Supplies reserve the right to charge a 20% restocking charge for any products returned due to circumstances outside the control of Aadvark Supplies.

#### 4. Client Satisfaction (Services)

- a. A Certificate of Satisfaction and Completion is to be signed by the client's representative on completion of services (single occasion contracts only). This document certifies the completion of the job to the client's satisfaction, and, once signed cannot be amended.
- b. For contract/ongoing works, clients are encouraged to comment via the Comments Book, held on site. Aadvark senior management will investigate any areas of dissatisfaction within as soon as possible and report the results along with any actions taken and/or remedial works to be programmed or carried out.
- c. Site inspections are regularly carried out by senior management. Any areas of concern will be recorded and action taken in accordance with the Aadvark Quality System which is available to clients for auditing.

## **5. Prices - Products**

- a. All prices quoted are excluding VAT that must be added at the current rate.
- b. The prices are correct at the time of issue.
- c. Aadvark reserves the right to change Product prices without prior notice. However, every effort will be made to inform the customers of any price changes.
- d. All product prices include delivery within the bounds laid out in paragraph 5.a

## **6. Prices - Services**

- a. All prices quoted are excluding VAT that must be added at the current rate.
- b. The prices are correct at the time of issue.
- c. Prices for services will be notified to the customer within the quotation along with the minimum period of validity of the quotation.
- d. All product prices include delivery within the bounds laid out in paragraph 5.a

## **7. Delivery – Products and Services**

- a. Product deliveries within the surrounding area are free of charge (unless stated in our quotation).
- b. Travel/Delivery charges for services will be included in the quotation.
- c. Orders to be delivered outside this area may carry a minimum order value of £15 or a delivery charge (notified at time of order).
- d. Product deliveries are generally carried out within 48hrs unless otherwise stated at the time of order. Urgent requirements may be catered for, but may also incur a delivery charge.
- e. Services need to be programmed in to a calendar of works. Notice will be needed and this will be discussed at the time of quotation. Although 'Last Minute/Urgent' work can sometimes be accommodated, this is not always possible.

## **8. Receipt of Goods**

- a. All goods received should be checked and signed for at the time of receipt. Marking the delivery note/paperwork 'UNCHECKED' is not acceptable and will be ignored if the delivery is called into question.
- b. Any discrepancies should be reported immediately.

## **9. Accounts**

- a. Accounts will only be opened on the completion of form Account Application Form, receipt of any relevant documentation and satisfactory responses from Trade References supplied. In the respect of Sole Traders and Partnerships, proof of identity and residency will be requested.
- b. Utilising a credit accounts is immediately deemed as acceptance of the Terms and Conditions. Failure to adhere to them may result in the cessation of credit facilities.
- c. Aadvark reserve the right to refuse an account to a customer and to suspend it at any time.
- d. Aadvark may require a new customer to provide payment with order or payment on delivery for any number of months prior to the use of credit facilities.
- e. The title of the goods remains with Aadvark until paid for in full by the customer.
- f. Settlement of account is due within 30 days of the date of invoice unless otherwise stated in writing. Failure may result in further orders/deliveries being delayed and the cessation of credit facilities.

- g. Aadvark reserve the right to appoint a collection Agent to retrieve payment of any long outstanding accounts from customers.
- h. Sole Traders/Partnerships are personally responsible of outstanding amounts and will be pursued for payment.
- i. Any costs incurred in retrieving payments will be passed to the customer.
- j. Customers will incur a £10 charge for every returned/represented cheque.
- k. Most major debit and credit cards are accepted for payments. There may be a surcharge of £0.50 + VAT for payments under £20 + VAT.