

## TERMS AND CONDITIONS OF SALE

In the terms and conditions following Gems Hygiene Supplies Direct shall be referred to as “the company”.

### 1. SUPPLY OF GOODS

All orders taken by the company are subject to these terms and conditions and the customer is deemed to accept these terms and conditions upon taking delivery of any goods ordered.

It is not the company’s policy to supply sample goods.

### 2. CARRIAGE

Where orders are delivered by carriers other than our own transport, any claims for damages, pilferage etc. must be notified to both the carrier and the company within five working days.

Goods damaged in transit should be signed for as “DAMAGED”. They should then be checked and, in the event of any loss or damage, the customer must advise the carrier and the company, firstly by telephone and then in writing.

### 3. CANCELLATION OF ORDER AND RETURN OF GOODS

The company must be informed of cancellation of an order within five working days of the order being received. Should a customer accept and hold an order for five working days, without informing the company of their intention to cancel, they shall then be deemed to have accepted the company’s full terms and conditions of sale.

A charge of £75 will be made for any order being cancelled.

Arrangements will be made by the company for collection of the goods.

These terms also apply in the case of goods ordered by the customer in error. The company must be notified within three working days of receipt of goods.

No return of goods will be accepted unless authorised by the company. Where goods have been ordered in good faith, should the person who ordered the goods leave his/her employment for whatever reason, the company’s full terms and conditions will be deemed to apply.

### 4. AVAILABILITY OF GOODS

In the event of a particular product being out of stock the company will advise the customer and offer an alternative product wherever possible.

5. FORCE MAJEUR

The company shall not be liable for any breach of its obligations where it is prevented for carrying out those obligations by any case outside of the company's reasonable control, including but not limited to any act of God, fire, flood, bad weather, breakdown of power supply, acts or omissions of Government, Highway Authorities or other component authorities, strikes, lock-outs or other industrial action or any other cause whatsoever, whether similar or dissimilar.

6. TITLE OF GOODS

Title of goods shall not pass to the customer until such time as the company has been paid in full.