

Terms and Conditions for the Sale of Goods

1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	means Jepson & Co Ltd of 44 East Bank Road, Sheffield, S2 3QN

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of a director of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within the number of days denoted on the Seller's invoice.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 5% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

6. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order.

7. Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the Buyer's address unless otherwise specified on the Seller's confirmation of order. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted the Goods after confirmed delivery to the Buyer.
- 8.2 The Buyer shall give written notification to the Seller within 8 working days of delivery of the Goods of any damages or shortages.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

- 10.1 Carriage will be chargeable on all sales under that specified on the Seller's quotation. This will be at the rate specified on the Seller's quotation.

11. Returns policy

- 11.1 **Printed goods cannot be refunded or exchanged:** unfortunately we cannot accept returns on printed goods, except where the goods are faulty. This includes goods that have been printed by yourself, or by Jepson & Co Ltd.
- 11.2 **Delivery charges cannot be refunded:** the cost of returning the item to us is your responsibility, unless the goods are faulty.
- 11.3 **How to return your goods:**

Step 1: Contact us

To return or exchange any item(s), please contact our sales office on 0114 2731151, quoting your online order confirmation number. Alternatively, email us at sales@jepsonandco.com.

Please state the reason for the return/exchange when you contact us. We will provide you with a returns number, to include with your returns documents.

Returned items should be unused and must be returned in original packaging with any enclosed documentation. We will issue a full refund on receipt, excluding the original delivery charge. Alternatively, if preferred, we will exchange the item(s).

Step 2: Return the goods by post, carrier or in person

Please return any goods to the following address. Please clearly mark any packaging 'returns' and quote your online order confirmation number.
Please return goods to:

Jepson & Co Ltd
44 East Bank Road
Sheffield
S2 3QN

Step 3: Receive your refund or credit note within 30 days

Providing the goods are in a saleable and unused condition, we will issue a full refund to you for the returned goods within 30 days, excluding the original delivery charge.

If you paid for your goods with a debit or credit card, we will refund your debit/credit card. If you have agreed credit terms with Jepson & Co Ltd, we will issue a credit note to you in the usual way.