

General

Unless otherwise agreed in writing by a Director of the Seller, these conditions supersede any earlier conditions, quotations or terms.

Definitions

In these conditions;

- A) Seller means Sagittarius Limited
- B) Buyer means the person, Firm or Company by or on behalf of whom the order is placed.
- C) Goods means the item described on the sellers Invoice/Delivery note.

Quotations

Subject to any agreement to the contrary the sellers quotations are provisional insofar as they are subject to alteration by reference to any changes in the price of raw materials or exchange rates.

Delivery

- A) While the seller shall endeavour to deliver the goods by any date agreed upon, the seller shall not be liable for any failure to delivery by such date.
- B) Collection by the buyer or his agent shall constitute delivery.
- C) The seller shall be entitled to make a reasonable charge for the delivery of all orders under the value of £50.00.

Returns Policy

Sagittarius does not offer a sale or return facility. We may however in certain circumstances agree to take stock back, subject to a restocking charge. Providing that:

1. The Products are packaged in perfect condition.
2. Goods were supplied less than 8 weeks prior to the return date.
3. They are accompanied by a Sagittarius returns note and the Invoice or Goods Delivery Note number is quoted.
4. The products are returned in an outer carton and not returned in their individual boxes loose.
5. Approval for the return of the goods has been agreed.

PLEASE NOTE ~ We reserve the right to refuse to Credit, any goods returned that are in an unsaleable condition. Or any goods that were a Special Order or discontinued.

Faulty or Damaged goods can be returned via your Agent or our couriers. If the goods, are not available when we attempt collection. A charge of £10 will be made to cover the cost to re send the courier back to collect.

We respectfully request you adhere to the Terms and Conditions of the returns policy. By returning the goods in a saleable, well packaged condition.

And with the necessary paperwork, will help us to process the Credit to your account more efficiently.

Warranty

The seller will (entirely as its option) replace or repair at its own expense defects in goods arising from faulty workmanship provided that the Buyer shall have given written notice to the seller as soon as reasonably practicable. The sellers liability in respect of any defects shall be restricted to the repair or replacement of said goods. Where damage or loss occurs to the goods in transit, the seller shall repair or replace (at its discretion) said goods provided notification is made in writing within seven days of notification of despatch of goods.

Payment and Ownership

The goods shall remain the property of the seller until such time as the buyer shall have paid to the seller, the full purchase price as shown. The seller shall be entitled to repossess the goods and to enter onto premises where the goods may be situated immediately on the buyer committing any breach of this contract or any act of insolvency, or in any distress or execution shall levied on his property or assets, or if he shall make or offer to make any arrangements with creditors, or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and petition or resolution to wind up such company's business (other than for the purpose of amalgamation) shall be passed or presented, or if a receiver of such company's property undertaking or assets or any part thereof shall be appointed. In the event of the seller repossessing the goods, the buyer shall be liable to pay to the seller the difference between the price of the goods and their value on repossession and in the event of the seller being entitled to repossess the goods and being unable to for any reason whatsoever the buyer shall pay to the seller the full purchase price thereof in accordance herewith. Unless specified in writing by the seller, payment shall be made to the buyer no later than four weeks following the month in which the goods were despatched. Any discount offered to the customer, is shown on the face of the invoice and affects neither the date by which payment is due nor the seller entitlement to interest in the event that payment is not made by such date.

Law App licable

This contract shall in all respects be construed and operate as an English contract and in conformity with the English Law.