

KIND OF MAGIC LIMITED

1.	Interpretation		
1.1	In these conditions: "Buyer" means the person who places an order with the Seller for the purchase of Goods and whose order for the Goods is accepted by the Seller. "Goods" means the Goods (including any instalment of the Goods or any parts of them) which the Seller is to supply in accordance with these conditions. "Seller" means Kind of Magic Limited of [address] "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.	7.4	cash or cleared funds payment in full of the price of the Goods agreed to be sold to by the Seller to the Buyer for which payment is then due. Until such time as the property and the Goods passes to the Buyer, the Buyer shall hold the Goods as the Sellers agent and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, property still protected and insured.
2.	Basis of Sale		
2.1	The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order placed by the Buyer with the Seller and which the Seller subsequently accepts in accordance with terms of these conditions, and those terms shall govern the Contract to the exclusion of any other terms and conditions. These conditions shall prevail over previous terms of business and/or over the terms and conditions of the Buyer or implied by trade custom, practice or a previous course of dealings.	7.5	Until such time as the property and the Goods pass to the Buyer (and provided the Goods are still in existence and have not been the sold) the Seller shall be entitled to at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
2.2	No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.	7.6	The Buyers shall not be entitled to pledge or in anyway charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all monies owing to the Seller (without prejudice to any other right or remedy of the Seller) shall become immediately due and payable.
2.3	The Sellers employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claims for breach of, any such representations which are not so confirmed.	8.	Warranties and Liabilities
3.	Orders and Specifications	8.1	Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, condition or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
3.1	The quantity quality and description of the Goods shall be as specified in the order.		
3.2	The Seller shall accept the offer in writing and will specify the price of the Goods in the acceptance together with the date of delivery.	8.2	Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
3.3	The Buyer shall be deemed to have accepted the price and the date of delivery specified by the seller in the acceptance of the order unless the Buyer otherwise notifies the Seller in writing within 24 hours of receiving the Sellers acceptance of the order.		
3.4	Upon receipt of the acceptance of the order, there shall be a binding Contract between the Buyer and the Seller which will be subject to the terms of this agreement.		
3.5	The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.	8.3	Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the good (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
3.6	No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges (including an administration charge which shall be not less than 10% of the price of the goods specified in the order) and expenses incurred by the Seller as a result of cancellation.	8.4	Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise), which arise out of or in connection with the supply of Goods or their use or resale by the Buyer, except as expressly provided in these conditions.
4.	Price of the Goods		
4.1	The price of the Goods shall be the Seller's quoted price as set out in the sellers acceptance of the buyers offer.		
4.2	The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Seller which is due to any factor beyond the reasonable control of the Seller such as, without limitation, any foreign exchange fluctuation, alterations of duties, significant increase in the costs of labour materials or other costs of manufacture, or any increase in charges by any supplier of the Seller, any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.	8.5	The Seller shall not be liable to the Buyer or be deemed to be in breach of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control, and without prejudice to the generality of the foregoing, the following shall be regarded as a causes beyond the Seller's reasonable control: 8.5.1 Act of God, explosion, flood, tempest, fire or accident; 8.5.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition; 8.5.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; 8.5.4 Import or export regulations or embargoes; 8.5.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party); 8.5.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; or 8.5.7 Power failure or breakdown in machinery.
4.3	The price is exclusive of any applicable VAT which the Buyer shall be additionally liable to pay to the Seller.		
5.	Terms of Payment		
5.1	The Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after acceptance of the offer.		
5.2	The Buyer shall pay the price of the Goods within 23 working days of the date of the Seller's invoice and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property of the Goods has not passed the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts will be issued only upon request.	9.	Insolvency of Buyer
5.3	If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: 5.3.1 Cancel the Contract or suspend any further deliveries to the Buyer. 5.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the Goods specified under any other Contract between the Buyer and the Seller) as the Seller may think fit; and 5.3.3 Charge the Buyer interest (both before and after judgement) on the amount unpaid at the rate of 8% per annum above the base rate for the time being enforced of Nat West Bank, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest)	10.1	This clause applies if: 10.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); 10.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; 10.1.3 The Buyer ceases, or threatens to cease, to carry on business, or 10.1.4 The Seller reasonably apprehends that any of the event mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly
6.	Delivery		
6.1	Delivery of the Goods shall be made by the Seller delivering the Goods to such place as is specified by the Buyer in the offer.	10.2	If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
6.2	Any dates quoted for the delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery in of the Goods. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.	11.	General
6.3	Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer the treat the Contract as a whole as repudiated.	11.1	Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at it's registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
6.4	If the Seller fails to deliver the Goods for any reason other than any cause beyond Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.	11.2	No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
6.5	The Buyer fails to give the Seller adequate delivery instructions being without prejudice to any other right or remedy available to the Seller the Seller may: 6.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or 6.5.2 Sell the Goods at the best price readily obtainable and (after conducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer and shortfall below the price under the Contract.	11.3	The Contract shall be governed by the laws of England
6.6	once delivery has taken place the Buyer shall not be entitled to return the goods or any part of them for any reason (other than those specified under statute) accept with the written agreement of the seller and on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges (including		
6.7	an administration charge which shall not be less than 10% of the price if the Goods specified in the order) and expenses incurred by the Seller as a result of such return of Goods or any part of them.		
7.	Risk and Property		
7.1	Risk of damage to or loss of the Goods shall pass to the Buyer when the goods are loaded onto the delivery vehicles at the Seller's premises. If the Buyer wrongfully fails to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods.		
7.2	Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions the property in the Goods shall not pass to the Buyer until the Seller has received in		
7.3			

POSTAGE AND PACKING IS SUBJECT TO ACCOUNT PER ORDER

INVOICE TO BE SENT DIRECT TO ACCOUNTS DEPT

PO ORDERS TO BE SENT VIA FAX

FAX NUMBER 0870 7490 282

25 day Account Payment

Subject To Account Being Set-up