



Terms and Conditions of Sale

1. Definitions

In these Terms and Conditions:

- “Company” means Dynamic Supplies Ltd.
- “Customer” means the person, company, or organisation purchasing Goods from the Company.
- “Goods” means all products supplied by the Company.
- “Contract” means the agreement between the Company and the Customer for the sale of Goods incorporating these Terms and Conditions.

2. Basis of Sale

1. These Terms and Conditions apply to all quotations, orders, and sales of Goods by the Company and shall prevail over any terms proposed by the Customer unless agreed in writing by the Company.
2. Any quotation issued by the Company is valid for 30 days unless otherwise stated and does not constitute a binding offer.
3. A Contract is formed when the Company accepts the Customer’s order in writing, by email, or by dispatch of the Goods.

3. Prices

1. All prices are quoted in Pounds Sterling (£) and are exclusive of VAT unless stated otherwise.
2. Prices are based on costs prevailing at the date of quotation. The Company reserves the right to adjust prices before dispatch if costs increase due to factors beyond its control, including supplier price increases, duties, transport costs, or currency fluctuations.
3. Delivery charges are additional unless expressly stated otherwise.

4. Payment

1. Payment terms are strictly 30 days from the date of invoice, unless otherwise agreed in writing.
2. Time for payment is of the essence.
3. If payment is not received by the due date, the Company may:
 - suspend further deliveries,
 - charge interest on overdue amounts at 4% above the Bank of England base rate, and
 - recover reasonable costs of collection.
4. The Customer shall not withhold payment by reason of any disputed claim or set-off unless agreed in writing by the Company.

5. Delivery

1. Delivery dates are estimates only and time for delivery shall not be of the essence unless expressly agreed in writing.
2. The Company shall not be liable for any loss or damage arising from delay in delivery caused by circumstances beyond its reasonable control.
3. Risk in the Goods passes to the Customer on delivery to the agreed delivery address or when the Goods are collected by the Customer or its carrier.
4. The Customer must inspect the Goods on delivery and notify the Company of any shortages, damage, or defects within 3 working days.

6. Title to Goods

1. Ownership of the Goods shall remain with the Company until the Company has received payment in full for all Goods supplied to the Customer.
2. Until title passes, the Customer shall:
 - store the Goods separately and clearly identify them as the Company's property,
 - keep the Goods in good condition, and
 - not sell, pledge, or otherwise dispose of the Goods except in the ordinary course of business.
3. If the Customer fails to pay when due, the Company may enter the Customer's premises to recover the Goods.

7. Returns and Cancellations

1. Orders may not be cancelled without the Company's written consent.
2. Goods may only be returned with prior authorisation from the Company and must be returned in unused, resaleable condition and in original packaging.
3. Custom-made, special-order, or non-stock items are non-returnable unless defective.
4. The Company reserves the right to charge a reasonable restocking fee for authorised returns.

8. Warranty and Liability

1. The Company warrants that the Goods will, at the time of delivery, comply in all material respects with their description and be free from material defects in workmanship and materials.
2. If defective Goods are notified within a reasonable time, the Company may, at its option, repair, replace, or refund the price of the defective Goods.
3. Except as expressly stated, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
4. The Company shall not be liable for:
 - loss of profit,
 - loss of business,
 - indirect or consequential loss, or
 - any loss arising from misuse, improper installation, or use of the Goods outside manufacturer recommendations.
5. Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot legally be excluded.

9. Force Majeure

The Company shall not be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, including but not limited to strikes, shortages, transport disruption, fire, flood, pandemic, government action, or supplier failure.

10. Intellectual Property

All catalogues, drawings, specifications, and other materials supplied by the Company remain the property of the Company and may not be copied or disclosed without prior written consent.

11. Data Protection

The Company will process personal data in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

12. Governing Law and Jurisdiction

1. These Terms and Conditions and any Contract shall be governed by and construed in accordance with the laws of England and Wales.
2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms or any Contract.

13. Company Details

Dynamic Supplies Ltd

- Company Number: 08507612
- VAT Number: 163218915
- Registered Office: Unit 4 Dammerwick Farm, Marsh Road, Burnham-On-Crouch Essex, CM0 8NB
- Email: sales@dynamicsupplies.co.uk
- Website: www.dynamicsupplies.co.uk



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