

Legal Terms & Conditions

1. The Contract

1.1 These Terms and Conditions govern the supply of goods sold by Insight International Corporation Ltd (No. 2649410) of Unit 2, Cliffe Industrial Estate, Lewes, East Sussex, BN8 6JL ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto.

1.2 All orders placed are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

2. Price & Payment

2.1 The price payable for the goods you order is as set out on our web site at the time you place your order or, if you order from one of our catalogues, the price as set out in the catalogue from which you order, provided it is a current catalogue, plus any charges for carriage and insurance as applicable.

2.2 From time to time, market forces may require us to adjust prices and we reserve the right to change the price of our goods at any time. Should we be forced to change our prices from those published on our web or in our catalogue(s), we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for goods and may decline it or limit the order quantity.

2.3 On occasion, the prices payable for goods advertised on our web site may differ from those prices offered in the then current catalogue, and we are under no obligation to honour any web site price if there is such a difference.

2.4 Occasionally an error may occur with our web site and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.5 Subject to clause 2.6, we must receive payment for the whole of the price of the goods you order, and any applicable charges for carriage, before your order can be processed unless we have agreed otherwise in advance in writing.

2.6 If you are an account customer, payment shall be made in full at the end of the month following the date of invoice. Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. If payment is not made when due, interest is payable at the rate of 3 per cent over National Westminster's then current base rate on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs.

2.7 If you pay by cheque, we will not normally be able to ship the goods until the cheque has cleared.

3. Delivery & Title

3.1 All goods are shipped via a signed delivery service, and we will deliver them in accordance with your order. A valid signature will be required on delivery (or collection).

3.2 For reasons of health and safety and to avoid any property damage, bulky or heavy items can only be delivered to a ground floor location at the delivery address.

3.3 Upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, title in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall hold the goods on a fiduciary basis as bailee and shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

4. Availability

While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such goods as soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

5. Cancellation & Returns

5.1 You may cancel your order by giving us notice of cancellation within 7 days of the date of delivery to you. Such notice may be given by phone, mail, fax or email or in person at our head office. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

5.2 On cancellation for whatever reason, you must return the goods to us at your cost unless we agree that you may dispose of them in which case please comply with the manufacturer's instructions before disposing of hazardous goods. Where the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, we will meet the cost of return but we ask that you allow us to nominate the carrier.

6. Liability

If you have notified us of a problem with the goods within 7 days of delivery, we will (subject to clause 4) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.

6.2 We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions.

6.3 This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

7. Limited Companies – Guarantee

7.1 Those signing the Trade Credit Account Application Form on behalf of limited companies do so as guarantor and irrevocably undertake to guarantee the payment of all monies owing to us by the relevant limited company if we believe that the limited company cannot meet its obligations.

7.2 If the limited company goes into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

8. Age Requirements for Specific Goods

Where you place an order for age-restricted goods such as solvents, or any other potentially dangerous or harmful product, you confirm that you are over the age of 18 and that delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order if we reasonably believe you are not legally entitled to order certain goods.

9. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

10. Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

11. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.