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TERMS & CONDITIONS

1. These conditions shall form the basis of the Contract between Seller (Bayseven Ltd) and Buyer. No servant or agent of Seller has power to vary these conditions orally, or to make representations or promises about the conditions of the goods, their fitness for any purpose or any other matter whatsoever unless otherwise stated below.
2. **Designs**
On goods specially made to order we reserve the right to slightly modify a design should it be reasonable to do so, in order to obtain the best result.
3. **Carriage**
Owing to the considerable differences in the weight, bulk and shape of articles, carriage will be an extra charge unless otherwise agreed in writing.
4. **Pricing**
 - (a) Orders are accepted subject to the seller's right to adjust the prices in event of any fiscal change in law, Government or European regulations prior to the date of delivery or of any substantial change in the currency rate at the time of importation or delivery of goods.
 - (b) The right is reserved to supply up to a certain maximum over or under the ordered quantity. The maximum or minimum will be kept to no more than +/- 10%.
5. **Cancellation**
If the buyer cancels an order at any time after the date of acceptance by the seller then the buyer shall reimburse the seller any costs and expenses incurred by the seller in connection with that order.
6. **Liability**
Delivery promises are given in good faith, but orders are accepted on the understanding we are not to be held responsible for delays beyond our control.
7. **Trademarks**
It is the responsibility of the buyer to ensure that their requirements do not constitute an infringement of any copyright, patent rights, design, trademark or name or other protected rights. The buyer shall save harmless and indemnify the seller from and against all claims and proceedings for or on account of any such infringement and from or against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
8. **Payment**
 - (a) The seller reserves the right not to grant credit terms. Where credit is granted, payment terms are strictly net 14 days from the date of invoice. For goods specially made to order, we may request a deposit or payment in full before commencing.
 - (b) Interest at 3% above NatWest Bank PLC base rate (prevailing at the date of invoice) may in its discretion, be charged by the Seller from the 31st day after the date of the invoice until payment.
 - (c) Costs arising from debt collection agency fees will be added to amount due.
 - (d) VAT will be charged on all items at the rate prevailing at the time.
9. **Passing of Title**
Until full payment has been made of all sums outstanding from the buyer to the seller (including debts arising before the date of this contract).
 - (a) The property in the goods shall remain in the seller.
 - (b) The seller shall have full legal and beneficial ownership in any new product into which the goods are converted.
 - (c) The buyer shall keep and store the goods and any new product in such a manner that they may be identified as being the property of the seller
 - (d) The benefit of any contracts of sales and the proceeds of any sales shall be the property of the seller and held in trust for the seller absolutely.
 - (e) The seller may, by written notice, terminate the buyer's power of sales at any time if the buyer goes or threatens to go into receivership or liquidation.
 - (f) At any time after the termination of the power of sales, the seller may repossess the goods and the buyer hereby grants to the seller an irrevocable license to enter upon any premises of the buyers' for the purpose of doing so.
- Samples**
10. All requested samples are sent on a 30-day perusal, and must be returned upon request or will be charged at cost price.