

1. GENERAL : In these terms and conditions of sale:
 - “buyer” means the person, firm , company or entity buying goods from Gobble IP Ltd
 - “goods” means all goods supplied by Gobble to the Buyer from time to time pursuant to this contract.
 - “Gobble” means Gobble IP Ltd and its successors and assigns.
 - “Terms” means these terms and conditions of sale
2. PRICE: The buyer shall pay the price and charges indicated on the invoice. Prices of goods and charges shall be the relevant prices or charges at any time without notice. Where gobble has previously indicated a price or charge in the price list or as a quotation to the Buyer, the buyer shall also pay the difference between the price or charge in effect at the date of the price list or quotation and the price or charge in effect at the date of delivery. Unless Gobble expressly states otherwise, the buyer shall pay the amount of any delivery costs and goods and services tax and any other tax, which may be payable in respect of the supply of goods or otherwise under these Terms. The buyer shall pay all amounts owing to Gobble in full, free of any deduction, withholding, set-off, counterclaim, or equitable or legal claim.
3. VARIATION: These terms shall not be modified or varied except in writing signed by Gobble. Unless so modified or varied, these Terms override and negate any contrary term, condition or intention contained in any terms or conditions or purchase or other forms of the buyer or in any other document.
4. DELIVERY: Gobble undertakes to use all reasonable endeavors to deliver the goods to the buyers address within any time specified and the buyer shall accept the goods if the goods are delivered within a reasonable time thereafter. Gobble reserves the right to deliver the goods by installments. If Gobble fails to deliver any installment within the time specified or a reasonable time thereafter, the Buyer shall not have any right of repudiation or rejection in respect of any other installments or orders. Unless advice is received in writing within 24 hours of delivery – all goods are deemed to have arrived and are of sufficient quantity and quality.
5. CONTINUING SUPPLY: It is acknowledged that ALL goods supplied by Gobble to the Buyer are made pursuant to this contract and that these terms apply to all such sales. All contracts and arrangements between the Buyer and Gobble with regard to the sale of goods in force at the time of these Terms are acknowledged by the Buyer are terminated.
6. FORCE MAJORE: Should any cause beyond the control of Gobble, but not limited to , any order of government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components, embargo, accident emergency, act of God or other contingency, interfere with the delivery by Gobble, or with the performance by Gobble of any of its obligations under these Terms the Gobble shall be entitled at its sole discretion to suspend its performance of, any such obligation or to cancel and shall not be liable to the Buyer in any respect.
7. REJECTION: The buyer shall not have any right of rejection but shall in the event of any dispute, including disputes regarding quality or delivery delay, accept and pay for the goods and later settle any claim with Gobble. If, notwithstanding this clause, any goods are rejected by the Buyer Gobble shall be free to sell such goods without prejudice to any claim Gobble may have against the Buyer for the damages or any other rights or remedies of Gobble.
8. RISK AND INSURANCE: Risk in any goods supplied by Gobble to the Buyer shall pass on to the Buyer upon delivery of such goods to the Buyer or into custody on the buyers behalf, provided that if the Buyer fails to accept the goods or requests that delivery of the goods be delayed, risk in the goods shall be borne by the buyer from the time of such failure or request, as the case may be. The Buyer shall insure the goods for their full insurable value at all times after risk in the goods has passed to the buyer until ownership of the goods has passed to the Buyer.
9. OWNERSHIP OF GOODS: Ownership of all goods supplied by Gobble pursuant to this contract is retained until payment in full of all amounts owing from time to time under this contract. Unless Gobble directs otherwise, the Buyer may dispose of any goods purchased from Gobble to third parties by way of bona fide sale at full market value in its normal course of trading. If Gobble so requests, any goods owned by Gobble received by the Buyer shall be deposited by the buyer in a separate bank account established for the purpose and held by the buyer on trust for Gobble. The relationship of the buyer to Gobble in respect of goods owned by Gobble shall be fiduciary and Gobble shall have the right to trace and claim the proceeds of any disposition whatsoever of such goods.



10. CANCELLATION: All orders placed with gobble are subject to a minimum 20% administration charge in the event of cancellation at any point previous to delivery. Cancellation of the Goods in writing is required with a minimum of 48 hours (during working days Monday to Friday) before delivery time as stated on the order. Gobble reserves the right to charge the Buyer in full for any order cancelled within this time frame.
11. PAYMENT AND CREDIT: Unless gobble, in its sole discretion, agrees in writing to provide credit to the buyer, payment is required within seven (7) days of the date of invoice. If Gobble has so agreed to provide credit to the Buyer, Gobble may from time to time vary the terms of credit by notice in writing to the Buyer. Notwithstanding any credit terms, full payment for all goods at any time supplied by Gobble shall become due immediately upon the buyer becoming insolvent or upon the commencing of any act or proceeding in which the Buyers insolvency is involved or if the Buyer resolves to liquidate the company or is put into liquidation or has a Receiver or official manager appointed in respect of all or any of its assets. If Gobble at any time deems the credit of the Buyer to be unsatisfactory, it may require security for payment and may suspend performance of its obligations until the provision of sufficient security. If any payment is overdue in whole or part, Gobble may (without prejudice to any of its other rights or remedies) recover any goods owned by Gobble.
12. PENALTY FOR LATE PAYMENT: Failure by the Buyer to make a payment of any amount payable to the pursuant to these Terms on the date due shall constitute a default, without prejudice to any other rights or remedies of Gobble, the buyer shall pay to Gobble on demand a default penalty on any such amount at the rate per month equal to 2% from the time to time calculated on a daily basis from the due date of payment until Gobble receives payment of such amount in full and may recover from the Buyer Gobbles costs of enforcement, including collection costs and legal costs calculated on a solicitor, own client basis. Unpaid accounts that exceed 60 days will incur a 10% administration levy, which shall become immediately due and payable.