

## TERMS & CONDITIONS OF SALE

**BASIS OF CONTRACT.** Any contract shall consist of the buyers order and the sellers acceptance thereof. Any order accepted by the seller shall be subject to these conditions of sale and no other conditions shall apply unless agreed in writing by the seller.

**PRICES.** Do not include free delivery unless prior agreed with the buyer . Carriage charges **UK destinations only** will be charged at agreed rate at time of order. Carriage outside the UK will be quoted on request. The order will be binding for the period of the contract. All prices are subject to VAT at ruling rates.

**PAYMENT.** a).Payment for goods or services supplied is **due net 30 days from date of invoice account holders only**

b).If payment of the price or any part thereof is not made by the due date the seller shall be entitled to charge interest on a daily bases the outstanding amount at 4% above Loyds PLC bank rate.

**DISPATCH TIMES.** Times quoted (if any) are so quoted in good faith but shall be non-binding. The seller shall not be liable for any losses incurred by the buyer or any other person as a result of a delay in the delivery of the goods or any part of the order for whatsoever reason. The due performance of the contract is subject to cancellation or such variation as the seller may find necessary as the result of instructions or lack of instructions from the buyer, or as a result of industrial dispute or of any cause whatsoever beyond the sellers reasonable control. The seller reserves the right to make partial deliveries.

**CANCELLATION.** Should an order be canceled for any reason, it will be subject to any carriage charges incurred plus a 22.5% handling fee. Should the items be of a special I.e. something that is made to your design then payment will be required in full prior to manufacture.

**BESPOKE PRODUCTS.** Any items manufactured to your/our design on your behalf may be subject to changes at our discretion and no prior notice may be given, although it is our policy to work with our customers where possible should changes occur for any reason. These items are deemed to be non returnable.

**CLAIMS.** Inspection of goods on arrival is advised, damaged or short delivery must be notified to both the seller and the carrier in writing within three days, and carriers notes must be endorsed accordingly. Goods may not be returned to the seller for any reason whatsoever without the sellers prior agreement Failure to observe the claims procedure can invalidate the sellers contractual liability under these conditions of sale. All products returned are liable to handling charges.

**OWNERSHIP OF GOODS.** Ownership of goods sold shall not withstanding delivery will remain with the seller until the seller has received full payment for such goods. Until the full payment has been paid the seller may at any time (and without prejudice to any of its other rights) recover or resell the goods or any part of them and may enter on the buyers premises for this purpose. The buyer may not resell the goods to which the seller retains the title unless he informs his buyer of this condition of sale prior to such resale.

**SUITABILITY.** Other than the expressly stated the seller makes no representations as to the fitness or suitability of any goods for any purpose whatsoever.

**ONE YEAR GUARANTEE.** In addition to all benefits conferred on the buyer by statute, the seller

guarantees goods offered for a period of one year or as advised at the time of order, provided that: (a) it is established to the reasonable satisfaction of the seller that some part of the material used in the manufacture was defective, and the goods have been returned to it. (b) the goods have where applicable been installed in accordance to manufactures recommendations and have not been tampered with in any way or subject to misuse or abuse of any kind. (C) this guarantee does not extend to fair wear and tear or consequential damages.(d) in the case of replaceable consumable items related to a product only manufactures recommended items shall be used (e) it remains the users responsibility to regularly check the correct functioning of products.