

## CONDITIONS OF SALE

In these conditions the expression "the Company" means Roland Moss Limited trading as Cheshire Design Centre  
"Order" means the order placed by The Buyer to The Seller for the supply of goods or services  
"Buyer" means the person or firm or company who places the order  
"Seller" means Roland Moss Limited trading as Cheshire Design Centre  
"Goods" means the products materials or items supplied by the seller

### **1. GENERAL**

Unless otherwise expressly agreed in writing all goods are sold subject to the following conditions to the exclusion of any conditions of the Customer and no agent or representative of the Company has any authority to vary or omit these conditions or any of them.

### **2. ORDER AND ACCEPTANCE**

2.1 Each order for goods to be supplied by the company shall be deemed to be an offer by the Customer to purchase the Goods upon these conditions and shall be accepted at the discretion of the Company. No order submitted by the Customer shall be deemed accepted by the Company until confirmed by the authorised representative of the Company.

2.2 The Customer shall be responsible to the Company for the accuracy of any order (including any applicable specification) submitted by the Customer.

2.3 The Company will supply goods only. No design work, site work, services, fitting, fixing, or modifications will be the responsibility of the Company.

2.4 No variation to these Conditions shall be binding unless agreed in writing between the Buyer and the Seller

2.5 Any advice or recommendation given by the seller or its employees or agents to the buyer or its employees or its agents as to storage, application or use of the Goods which is not confirmed in writing by the Seller or its employees or its agents to the Buyer is followed or acted upon entirely at the Buyer's own risk, and the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

### **3. PRICES**

3.1 Unless otherwise stated prices stated are net and exclusive of VAT.  
3.2 All prices and discount rates are subject to alteration without notice and the applicable prices and discounts will be those prevailing at the date of delivery irrespective of the price and discount stated in the Company's acknowledgement.

### **4. DESPATCH AND DELIVERY**

4.1 Any date or time given by the Company to the Customer for the delivery of goods is an estimate only and is not the essence of the contract.

4.2 Failure to despatch or deliver at the time stated will not be sufficient cause for cancellation and the Company will not be liable for any losses, costs, damages or expenses consequential or otherwise suffered by the Customer.

4.3 Where delivery is made by instalments, delay in delivering one or more instalments shall not entitle the Customer to refuse to accept any remaining instalments.

4.4 Delivery shall take place when the goods are delivered to the Customer's premises unless the Customer has given the Company special instructions as to carriage or delivery in which case delivery shall take place when the goods are delivered to the order of the Customer.

### **5. TERMS OF PAYMENT**

5.1 Unless otherwise agreed in writing by the Seller, all Goods must be paid for in full prior to being dispatched.

5.2 Alternatively, where a Customer has submitted an application to the Company for account or credit purchases and this has been agreed by the Company, a statement will be sent to the Customer on a monthly basis. Invoices will be raised after delivery of the Goods or each instalment of the Goods and they are due for payment no later than the last working day of the month following the date of invoice. The account is subject to a limit which will be decided by the Company.

5.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel any subsisting supply contract with or suspend any further deliveries to or collection by the Customer and the Company shall be entitled to withdraw any discount that had been agreed. The Company also reserve the right to charge the Customer interest on the amount unpaid at the rate of 4% p.a. above The Royal Bank of Scotland base rate accruing daily until payment in full is made. Where an order is required which will cause the account to exceed the Customer's limit, this will require to be paid in cash prior to the order being processed.

5.4 Any queries in relation to invoices must be raised within 10 days of receipt of otherwise full amount of the invoice will be payable. Where any payments are disallowed e.g. returned cheques, the Customer will be liable for any bank charges and administration costs incurred.

5.5 The Company has the right to withdraw credit at any time by giving written notice to the Customer in which case all amounts due to the Company from the Customer shall become immediately due and payable.

5.6 If the Customer defaults in any of its commitments to the Company or suffers any distress or execution upon its property or makes or offers to make any arrangement or composition with its creditors or has an interim order made against it under the insolvency Act 1986, or if a receiver or administrator is appointed over all or part of its assets or a resolution petition to wind-up its business or appoint an administrator is passed or presented, or if the Customer who is a natural person dies or becomes bankrupt, then the Company shall be entitled (without prejudice to the exercise of any other right or remedy available to it) to cancel the contract and suspend any further deliveries without any liability to the Customer and to immediate payment of all sums then or thereafter due to the Company in respect of Goods delivered to the Customer. If the Goods have been delivered, but not paid for, the price

shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

5.7 Any sums payable by the Company to the Customer on any account may at any time be offset by the Company against any sums payable by the Customer to the Company.

### **6. RISK AND TITLE**

6.1 Goods shall remain the property of the Company until payment in full has been received by the Company for the goods and for all other goods which have been delivered by the Company to the Customer at the time of full payment for such former goods.

6.2 Until such unconditional payment the Customer shall:-

- Keep such goods in its capacity as bail for the Company, and
- Store the goods separately and clearly identify the goods so that they can be clearly recognised as the property of the Company.

6.3 The Customer may dispose of the goods in respect of which property has not passed hereunder in the ordinary course of its business as principal.

**6.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.**

### **7. DAMAGE IN TRANSIT**

Except where the Customer has given special instructions as to carriage or delivery and delivery has been made to the order of the Customer, the Company will at its discretion either repair or replace free of charge goods damaged in transit or allow credit therefore on being given the opportunity to view and collect such damaged goods provided the Customer shall give the Company notice in writing of the extent and nature of the damage:

7.1 where goods are delivered by the Company within 2 business days of the date on which the goods were delivered, or

7.2 where the goods are delivered by outside carriers within such time as will enable the Company to comply with such carrier's conditions of carriage for the notification of such claims (if any).

### **8. SHORTAGES AND DAMAGED GOODS**

No claims for shortage or in respect of damaged goods shall be made unless the Company is notified in writing within 2 business days or receipt of the goods and given the opportunity to view and collect such damaged goods. In the absence of such notification the Customer shall be deemed to have accepted the goods.

### **9. RETURN OF GOODS**

9.1 The Customer shall not be entitled to return goods supplied for credit except by notification to the Company in writing within 7 days of delivery of a desire to return such goods confirmed as accepted by the Company (at its sole discretion) in writing. Any request for the return of goods must be accompanied by the invoice number and the date on which the goods were delivered.

9.2 Where the Company accepts that the goods can be returned, such goods should be returned complete and with the original packing material and any other items which may have accompanied the goods. A minimum handling charge of 25% of the invoiced value will be payable by the Customer. The acceptance of any return of goods is not an admission of any defect in or damage to the goods.

9.3 Unless otherwise agreed in writing by the seller, only when the Buyer enters into the contract as a consumer and the contract is made other than in person between the parties, the Buyer shall be entitled to cancel an order and return any goods for any reason to the Seller and receive a refund for the price paid for the Goods (less any delivery charges & postage) of delivery provided that:-

The seller has not commenced provision of any Services associated with the goods; or

The goods have not been made to the Buyer's specification or personalised; and

The goods remain capable of being returned in compliance with clause 9.2

### **10. WARRANTY**

10.1 Save as provided in sub-clause 10.2, 10.3 and 10.4 of this clause all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise as hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the goods supplied by the Company, and whether such defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.

10.2 The Company agrees to make good by replacement or repair defects which arise solely from faulty materials or workmanship within a period of 12 months of delivery, provided that the Company is notified in writing of the defect within 90 days of delivery; is given the opportunity to view and collect such goods, and (if required) the goods are promptly returned free to the Company's premises.

10.3 The Company does not exclude its liability for death or personal injury and accepts liability for any breach on the part of the Company of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by section 12 of the Sale of Goods Act (1979).

10.4 This clause shall not deprive a Customer dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act (1977) of his statutory rights.

### **11. LIMITATION OF LIABILITY**

Without prejudice to sub-clauses 10.3 and 10.4 above the amount of any damages recoverable by the Customer from the Company for breach of contract or negligence shall be limited to the invoice price of the goods.

### **12. INABILITY TO SUPPLY**

12.1 Without prejudice to any other condition hereof should the manufacture, supply or delivery of the whole or any part of the goods contracted for be interrupted, prevented or hindered by any cause or causes whatsoever beyond the Company's control the Company shall be entitled to postpone or suspend any delivery or deliveries under the contract until (in the Company's judgement) any such cause has ceased to operate. The Company shall be under no liability whatsoever in respect of such postponement or suspension.

12.2 If delivery is delayed the Company has the option (without incurring any liability for loss or damage arising there from) of cancelling the contract and refunding any payment made by the Customer.

12.3 Without limiting the generality of the cause or causes referred to above the same shall include war, fire, accident, breakdown of plant or machinery, industrial action, disputes (including strikes and lockouts), unavailability of and restriction on supplies, non-delivery or delay in delivery of any materials or any other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the due performance of the contract.

### **13. PATENT AND TRADE MARK INDEMNITY**

The Customer shall hold the Company harmless on a full indemnity basis against the infringement of any patents trade marks or any other rights belonging to third parties caused by the manufacture by the Company of goods produced to the specification of the Customer or the manufacture or use by the Customer of goods supplied by the Company.

### **14. WAIVER**

Any concession or waiver which the Company may make or allow to the Customer at any time shall not prejudice any subsequent exercise of the Company's legal rights whether or not such concession or waiver shall have been relied upon or otherwise acted upon by the Customer and whether or not the Customer received prior notice terminating such concession or waiver.

### **15. TERMINATION**

The Company shall be entitled to terminate any contract forthwith without prejudice to its own rights accrued at the date of such termination and to recover damages in the event of any breach by the Customer of its obligations hereunder if the Customer shall be adjudicated bankrupt or has a Receiving Order against it, or, being a Company, if a Receiver is appointed of the whole or any part of its assets or undertaking or a Winding-up order is made against the Customer or the Customer goes into voluntary liquidation (other than for the purpose of reconstruction or amalgamation) or causes a meeting or makes any arrangement or composition with creditors or allows execution or distress to be levied against any of its goods.

### **16. GOVERNING LAW**

The contract shall be governed by and construed in accordance with English Law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.