

# G B WILLBOND LTD. TERMS AND CONDITIONS OF SALE

## INTERPRETATION

In these conditions of sale "The Company" means G.B. Willbond Ltd. "The Buyer" means the person who contracts with the company for the supply of goods including goods supplied under a contract to design and/or lay out any room such as a kitchen, in which goods are to be incorporated or used, by the company and, where one person contracts with the company on behalf of or as agents for another, shall be deemed to include all those persons, and "The Goods" means the products sold by the company to the buyer pursuant to the contract of which these terms and conditions form part.

## PRICES

The company reserves the right to vary any prices, discounts, surcharges or rates of interest at any time without notice. Orders are accepted on the basis that goods supplied will be charged at prices ruling at date of despatch.

## V.A.T.

Unless otherwise stated in the quotation all prices are exclusive of V.A.T. which will be charged, where appropriate, at a rate applicable on the date of despatch.

## WARRANTIES

- (a) No condition is made or to be implied nor is any warranty given or to be implied as to the fitness of the goods for any particular purpose or that the goods will be suitable for those under any specific conditions unless such purpose or conditions are made known in writing to the company and are acknowledged by the company in writing, addressed to the Buyer and signed by a director of the company, prior to the acceptance of the contract.
- (b) In the event of an order referring to British Standard specifications or to a buyers specifications and design the company shall under no liability of any Kind in respect of the goods being fit for any particular purpose and gives no warranty that the goods are fit for the purpose for which they are designed.
- (c) Sales by the company are not sales by sample and where a sample has been provided by the company to the buyer this shall not imply any warranty or obligation of conformity with sample.
- (d) Colour materials are subject to colour variation.
- (e) Sales by the company are conducted on the basis of descriptions as contained in either the company's or manufacturer's catalogues, stock list or schedules, and such descriptions shall be used for identification purposes only and shall not imply warranties of quality of fitness for the purpose, even where such descriptions or claims may be expressly contained in the said catalogues, stock lists or schedules.
- (f) Statements made by any of the company's agents, subcontractors, consultants or employees which deviate from or expand upon the descriptions contained in the company's or the relevant manufacturer's catalogues, stock lists or schedules will not bind the company unless made in writing, addressed to the Buyer and signed by a director of the company.
- (g) Save as warranted under (a) above all warranties or conditions as to quality, description or fitness for a particular purpose, expressed or implied, are hereby excluded except those warranties which are implied by statute. The buyer relies on his own skill and judgement in determining the fitness or suitability of the goods for any particular purpose

## ACCOUNT FACILITIES

- (a) Credit facilities may be offered at the discretion of the company but the company may at any time refuse to give credit facilities or where credit facilities have been authorised alter, suspend or withdraw them at any time without stating a reason.
- (b) If terms for payment or credit limits are exceeded the company may suspend or withdraw credit facilities until the account is brought into line and the company shall not be responsible for any delays in acceptance of order or delivery of goods arising whilst the customers financial status is being verified or during the suspension or withdrawal of any credit facility whether or not the same has been communicated to the customer.

## PAYMENTS OF ACCOUNTS

Unless agreed otherwise in writing by the company all accounts are due and payable on or before the last day of the month following the month in which the invoice is dated. Any sum remaining outstanding shall thereafter be regarded as overdue and the company shall have the right to charge interest the rate of five percent above the royal bank of Scotland base rate on such sums until payment is made. The company will also have the right to pass on in full any debt collection charges it incurs as a result of non payment of the account.

## CANCELLATION

Subject to these conditions any order accepted by the company shall not be cancelled deferred or altered by the customer except with the written agreement of the company.

## DELIVERY

- (a) Any date for delivery quoted by the company shall not be of the essence of the contract unless otherwise so agreed in writing and any date may be suspended (whether or not time is of the essence of the contract) in the event of a stoppage, delay or interruption of work on the part of the company as a result of strikes, lockouts, trade disputes, breakdown, accident or any cause what so ever.
- (b) The company shall be under no liability for not supplying goods ordered if supplies of such goods are not available to the company and will not be liable for any cost's that may be incurred through non-availability.
- (c) The company reserves the right to charge for storage and/or for any other cost's incurred in the event of deferment or delay in delivery at the request of the buyer.
- (d) Unless the company is notified in writing within seven days of the invoice date no claim for non-delivery will be entertained and the company shall incur no liability in respect of non-delivery.

## NOTIFICATION OF LOSS OR DAMAGE

- (a) Baths, sanitary goods and sink tops must be inspected by the buyer by the buyer at the time of delivery and claims for loss or damage will not be entertained by the company unless such loss or damage is notified to and acknowledged in writing by the company through its driver or delivery agent. In relation to all other goods supplied by the company the company shall not be liable for any damage or loss or non-delivery of the whole or part of any consignment unless the company and the carrier (if any) receive notification in writing of the damage, loss or non-delivery within seven days of the date of supply.
- (b) On discovering any defects in goods the buyer shall immediately give written notice to the company and enable the company to investigate the defect fully before the remainder of the consignment is used or returned and the company shall be under no liability in respect of those defects until the opportunity for inspection has been given.
- (c) The company shall not be liable for any claims made in respect of costs incurred in replacing or re-fixing damaged or faulty goods nor for any consequential loss suffered by the buyer or anyone claiming through the buyer. The company's liability shall be limited in all cases only to replacing damaged or faulty goods in accordance with the manufacturers guarantee.
- (d) In respect of any defects in part of the goods or in the event of a defect in goods forming one instalment out of a series of instalments any default in respect thereof the company shall not entitle the buyer to repudiate the contract with regard to the remainder of the goods or any further instalment.

## DELIVERY INSTRUCTIONS

The buyer shall indemnify the company against all claims for damages and liability whatsoever arising out of compliance by the company with the buyer's delivery instructions.

## RETURNS

Goods shall only be accepted for return if the company has issued a credit note advice note and any goods so returned by agreement must be in good order and resaleable condition and adequately packed.

The company reserves the right to charge a restocking charge or to pass on a manufacturers restocking charge for any returned goods.

## RESERVATION OF TITLE

- (a) The intending buyer acknowledges that before entering into an agreement for the purchase of any goods from the company he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding up of the buyer or exercise any other rights over or against the buyers assets.
- (b) Goods the subject of any agreement by the company to sell shall be at the risk of the intending buyer as soon as they are delivered by the company to the buyer's vehicle's or premises or otherwise to the buyers order.
- (c) The goods shall remain the sole and absolute property of the company as legal and equitable owner until such time as the buyer shall have paid to the company the agreed price.
- (d) The buyer acknowledges that he is possession of the goods solely as bailee for the company until such time as the full price for the goods is paid to the company.
- (e) Until such time as the buyer becomes the owner of the goods he will store them in a manner that makes them readily identifiable as the goods of the company.
- (f) The buyers right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which will entitle a receiver to take possession of any assets or would entitle any person to present a petition for winding up. The company may for the purpose of recovery of it's goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- (g) Subject to the terms hereof the buyer is licensed by the company to agree to sell on the company's goods, subject to the express conditions that such an agreement to sell shall take place as agent's, save that the buyer shall not hold himself out as such, and bailees for the company, whether the buyer sells on his own account or not and that the entire proceeds of such sales are held in trust for the company and are not mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as the companies monies.
- (h) If the buyer has not received the proceeds of any such sale, he will, if called upon to do so by the company, within seven days therefore, assign to the company all rights against the person or persons to whom he has supplied any product or chattel made from or with the company's goods.

## NOTICES

Any notices required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at it's registered office or principle place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

## BUYERS CONDITIONS

No conditions of sale imposed by the buyer shall have any effect in relation to a sale by the company unless the company expressly in writing agrees otherwise.

## CANCELLATION OR VARIATION OF CONDITIONS

None of the conditions herein may be cancelled or varied except in writing under the hand of a director of the company.

## PROPER LAW

These conditions shall be construed in accordance with the laws of England and Wales whose courts shall have sole jurisdiction over all matters arising herein.