

SQUARE FOOT CERAMICS LTD

T/A SQUARE FOOT CERAMICS LTD
UNIT E4 LARKFIELD TRADING ESTATE, NEW HYTHE LANE,
AYLESFORD, KENT, ME20 6SW
TEL: 0208 397 6284

TERMS & CONDITIONS OF SALE

These conditions shall apply to all contracts for the sale of goods by the seller to the buyer to the exclusion of all other terms and conditions including any terms and conditions which the buyer may purport to apply under any purchase order confirmation of order or any other document and the Law of England and Wales shall apply throughout and any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the seller.

1 Where the buyer is a limited company then the terms of this agreement shall also bind the Directors of that company and signatures on behalf of the buyer (as opposed to the directors themselves) confirming the buyer's agreement to these terms and conditions shall also bind the directors.

2. The seller may at its discretion and without prejudice to any of its rights withhold delivery of the goods until such time as the buyer has paid all monies due from the purchaser to the company.

3. The seller warrants that the goods supplied will at the time of delivery correspond to the description given by the seller (except where the buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 regulation 3(1) all other warranties conditions or terms relating to the fitness for the purpose quality or condition of the goods whether express or implied by statute or common Law or otherwise are excluded to the fullest extent permitted by law.

4. Dispatch or delivery of the goods by the seller to the buyer or collection thereof by the buyer shall be deemed conclusive evidence of the buyers acceptance of these conditions.

5. No goods delivered to the buyer or collected which are in accordance with the contract will be accepted for return without the prior written approval of the seller on terms to be determined at the absolute discretion of the seller and if the seller agrees to accept such goods for return the buyer shall be liable to pay a handling charge of 25% of the invoice price and such goods must be returned at the buyer's expense.

6. Goods returned without the prior written approval of the seller may at the sellers absolute discretion be returned to the buyer or stored at the buyer's cost without prejudice to any rights or remedies the seller may have.

7. The seller shall be under no liability whatsoever to the buyer for any indirect loss and/or expense (including loss of profit) suffered by the buyer arising out of a breach by the seller of this contract.

8. In the event of any breach of this contract by the seller the remedies of the buyer shall be limited to damages and under no circumstances shall the liability of the seller exceed the price of the goods.

9. The buyer may not withhold payment of any invoice or other amount due to the seller by reason of any right of set off or counterclaim which the buyer may have or allege to have for any reason whatsoever.

10. Payment for the goods shall be made not later than the end of the month following the seller's invoice and thereafter interest on any unpaid amount will accrue at 3% above the then current base rate at National Westminster Bank PLC.

11. Passing of property

The property in the goods shall not pass to the buyer until the buyer has paid the full invoice price thereof and interest accrued thereon as aforesaid to the seller. Until such time as the property in the goods passes to the buyer, the buyer shall store the goods in such a way and with such markings as to enable them to be readily identified. Until such time as the property in the goods passes to the buyer the buyer shall upon demand from the company deliver up the goods to the seller. Without prejudice to above clauses above if at any time payment for the goods is overdue the seller shall be entitled to enter upon the premises of the buyer and remove the goods therefrom and thereafter dispose of any of them and the buyer shall not make any claim whatsoever against the company in respect of such entry or disposal.

The buyer shall be at liberty to incorporate the sellers goods into another product or chattel subject to the condition that if goods the property of the seller are admixed or united or affixed in any way with those of the buyer, the product thereof shall become and/or shall be deemed to be for all purposes to be the property of the seller. If goods belonging to the seller are admixed or united or affixed in anyway with the property of any person or persons other than the buyer or are processed with or incorporated therein, the product thereof shall become and shall be deemed for all purposes to be owned in common with that other person or those other persons.

If any goods were sold by the buyer before all sums owed to the seller by the buyers on any account whatsoever have been paid in full, the buyer shall be deemed to be acting on such sale as agent for the seller and shall receive the proceeds of sale as such and shall immediately pay the entire proceeds of sale into a fiduciary account with his bankers and advise them that he holds the entire proceeds of sale upon an immediate trust to pay the same to the seller and that not until payment to the seller of the agreed price shall he be entitled to transfer any profit thereon to any other account, the buyers shall not mix such proceeds with any other monies and shall not pay the cheque or cash therefore into an overdrawn bank account. The seller retains ownership in the goods delivered as against the buyer until all debts and/or other obligations owned by the buyer to the seller have been paid for.

12. The seller shall accept no responsibility for late delivery provided that this is the result of circumstances beyond the seller's control for example delays on the part of the seller's own suppliers.

13. Any complaint as to the condition or quality of the goods or their quantity must be made by the buyer within three days of their delivery/collection and no claim may be made by the buyer thereafter.

14. No claim shall be accepted by the seller after the goods have been fitted fixed or installed and it shall be the buyer's responsibility to ensure that the goods are acceptable in every way prior to the fitting fixing or installation.

15. It shall be accepted by the buyer that some variation in shade or pattern occurs in ceramic products and that it is the buyer's responsibility to ensure that the material supplied is of an acceptable colour shade size and type before fixing as no claims can be accepted by the seller thereafter and this also applies where when material is collected by a third party.

16. It is accepted by the buyer that glazed products are liable to "craze" and the seller is unable to guarantee against that possibility.

17. Stock tiles may be returned in full box quantities within twenty-one days subject to a twenty five percent handling charge as referred to above but under no circumstances may the buyer return nonstock goods and/or "specials".

18. With regard to measurements the seller at its own discretion will assist in calculating the buyer's requirements but will accept no responsibility whatsoever in that respect of any nature whatsoever.

19. All cheques are accepted on the basis of being paid upon first presentation. In the event of any cheque being returned Square Foot Ceramics Ltd will impose a charge of £30.00 to cover administration charges.