

Retail Terms and Conditions	1.2.1	each gender includes the others;	5	Credit limit
1 Interpretation	1.2.2	the singular includes the plural and vice versa;	5.1	The Seller may set and vary credit limits from time to time and withhold all further supplies if the Buyer exceeds such credit limit.
1.1 In these Conditions the following definitions apply:	1.2.3	references to the Contract include the Conditions, the Order and its schedule (if any);	6	Delivery
Business Day	1.2.4	references to persons include individuals, unincorporated bodies, government entities, companies and corporations;	6.1	The Goods will be:
	1.2.5	clause headings do not affect their interpretation;	6.1.1	delivered by or for the Seller to the Delivery Location on the date[s] specified in the Order, or
Buyer	1.2.6	general words are not limited by example; and	6.1.2	made available for collection by the Buyer at the Seller's premises set out in the Order. The Buyer will collect the Goods within the period specified in the Order.
Conditions	1.2.7	references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.	6.2	The Goods will be deemed delivered:
	2 Application of these terms and conditions		6.2.1	if delivered by or for the Seller under clause [6.1.1], on completion of unloading of the Goods at the Delivery Location;
Contract	2.1	These terms and conditions apply and form part of the Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of supply.	6.2.2	if collected by the Buyer under clause [6.1.2], on completion of loading at the Seller's premises.
Delivery Location	2.2	No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.	6.3	The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.
Force Majeure	2.3	No variation of these Conditions or to an Order, or to a quotation from the Seller will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.	6.4	Each delivery of the Goods will be accompanied by a delivery note stating:
	2.4	Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to the Conditions.	6.4.1	the date of the Order;
	2.5	The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.	6.4.2	the relevant Buyer and Seller details;
	2.6	Any quotation by the Seller for the provision of Goods will be deemed to be: an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to the Conditions; and	6.4.3	the product numbers and type and quantity of Goods in the consignment;
	2.6.1	will be valid for 28 days only from the date of issue.	6.4.4	any special handling and other instructions;
Goods	2.6.2	A Contract will be formed upon the earlier to occur of:	6.4.5	whether any packaging material is to be returned (in which case the Buyer will, at the Seller's option, return them to the Seller or make them available for collection by the Seller at a time specified by the latter, and in either case at the Seller's expense).
	2.7	written acceptance by the Seller of the Buyer's Order; and	6.4.6	The Seller will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.
	2.7.1	the execution of a specific written agreement by both the Seller and the Buyer.	6.5	The Seller will not be liable for any delay in or failure of delivery caused by:
Intellectual Property Rights	2.7.2		6.5.1	the Buyer's failure to: (i) make the Delivery Location available, (ii) prepare the Delivery Location in accordance with the Seller's instructions as required for delivery of the Goods or (iii) provide the Seller with adequate instructions, for delivery or otherwise relating to the Goods;
	3 Price		6.5.2	the Buyer's failure to collect the Goods from the Seller's premises, or
	3.1	The price for the Goods will be as set out in the Order or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.	6.5.3	an event of Force Majeure.
	3.2	The price:	6.6	If the Buyer fails to accept delivery of or collect the Goods as provided in clause [6.1.1] or [6.1.2] on the date or within the period set out in the Order:
	3.2.1	[includes] [does not include] [packaging and] [delivery] [, which will be charge in addition], and	6.6.1	the Seller will store and insure the Goods pending delivery and prior to any re-delivery, and the Buyer will pay reasonable storage and insurance charges.
	3.2.2	does not include Value Added Tax.	6.7	If, 28 Business Days after the due date for delivery or collection, the Buyer has not taken delivery of or collected them, the Seller may resell or otherwise dispose of the Goods. The Seller will:
	3.3	The price is payable in full	6.7.1	deduct storage charges at the Seller's then-applicable rate and reasonable costs of resale; and
Order	4 Payment		6.7.2	The Seller will invoice the Buyer for any shortfall of the resale price below, the price paid by the buyer for the Goods.
	4.1	The Seller will invoice the Buyer for Goods, in advance of delivery	7 Title and risk	Risk in the Goods will pass to the Buyer on completion of delivery under clause 6.1.
	4.2	The Buyer will pay all invoices:	7.1	Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.
	4.2.1	in full, without deduction or set-off other than as required by law, in cleared funds prior to delivery of the Goods, and to the Seller's nominated bank account specified in the Order, or by cheque and or debit or credit card.	7.2	Should the Buyer pay by cheque Title will pass to the Buyer once the Seller is in clear funds.
	4.2.2	The Seller will charge up to 2% for the sue of a credit card..	7.3	Until title to the Goods has passed to the Buyer, the Buyer will:
Seller	4.3	Where sums due hereunder are not paid in full by the due date:	7.4	hold the Goods as bailee for the Seller;
	4.3.1	the Seller may, without limiting its other rights, charge interest on such sums at two % a year above the base rate of HSBC Bank from time to time in force, and	7.4.1	store the Goods separately from all other material in the Buyer's possession;
	4.3.2	interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.	7.4.2	
Specification	4.4	VAT will be charged by the Seller and paid by the Buyer at the then-applicable rate.		
Value Added Tax or VAT				
1.2		Unless the context otherwise requires:		

7.4.3	take all reasonable care of the Goods and keep them in reasonable condition;	9	Obligations of the Buyer	12.1.2	uses reasonable endeavours to minimise the effects of that event.
7.4.4	insure the Goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the Price (v) noting the Seller's interest on the policy;	9.1 9.1.1	The Buyer will: place all Orders on the terms of the Conditions and ensure that their contents are complete and accurate;	12.2 12.2.1	If, due to Force Majeure, a party: is or will be unable to perform a material obligation; or
7.4.5	ensure that the Goods are clearly identifiable as belonging to the Seller;	9.1.2	ensure that any part of the Specification which it provides is complete and accurate and contains all information the Seller may require;	12.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding a total of more than [60] days in any Year;
7.4.6	not remove or alter any mark on or packaging of the Goods;	9.1.3	co-operate fully with the Seller in relation to delivery or collection of the Goods;		The parties will, within [30] days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.
7.4.7	inform the Seller as soon as possible if it becomes subject to any of the events set out in clause [14.1];	10	Liability		Termination
7.4.8	provide the Seller such information concerning the Goods as the Seller may request from time to time.	10.1 10.1.1	The Seller does not exclude its liability: for death or personal injury caused by its negligence; or	13 13.1	The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:
7.5	If, at any time before title to the Goods has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause [14.1], the Seller may:	10.1.2 10.1.3	for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982; for defective products under the Consumer Protection Act 1987; or	13.1.1	the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within [15] days of written notice to do so;
7.5.1	require the Buyer to redeliver the Goods to the Seller; and	10.1.4 10.2	for fraud or fraudulent misrepresentation. The Seller will not be liable for any damage caused to the Buyers property as a result of the delivery of the Goods.	13.1.2	the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
7.5.2	if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them.	10.3 10.3.1 10.3.2	Neither party will be liable for: loss of data or use any form of indirect, consequential or special loss, or	13.1.3	the Buyer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts or (c) makes an application to court for protection from its creditors generally;
8	Warranty	10.3.3	any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect,	13.1.4	the Buyer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other;
8.1	The Seller warrants that, for a period of 5 years from delivery in respect of any cabinets and a manufacturers guarantee will be provided to appliances sold (the Warranty Period), the Goods will:	10.4	Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Goods, and otherwise in connection with this Agreement, to the total price of Goods	13.1.5	a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
8.1.1	conform in all material respects to their description and to any applicable Specification;			13.1.6	any creditor of the Buyer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Buyer's assets, and such attachment or process is not discharged within [14] days;
8.1.2	be free from material defects in design, material and workmanship;	10.5	The Goods are purchased on a 'made to order' basis and therefore no refund will be given unless in accordance with Clause 10 of this Agreement	13.1.7	the Buyer takes or suffers any action similar to any of the above in any jurisdiction;
8.1.3	be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended.			13.1.8	there is a material change in the management, ownership or control of the Buyer;
8.1.4	be fit for any purpose set out in the Order.	11	Third Party Intellectual Property Rights infringement	13.1.9	the Buyer suspends trading, ceases to carry on business, or threatens to do either;
8.2	The Seller will, at its option, repair, replace or refund the price of defective Goods, provided that and subject to clause 8:	11.1	The Seller will defend or, at its option, settle any action brought against the Buyer arising from any claim that the use of the Goods by the Buyer in accordance with the Contract infringes any third party Intellectual Property Right, and indemnify the Buyer against all reasonable costs and expenses incurred by the Buyer in connection with such claim.	13.1.10	the Buyer, (being an individual) dies or ceases to be capable of managing his own affairs; or
8.2.1	the Buyer informs the Seller in writing during the Warranty Period and promptly within 7 business days discovery that some or all of the Goods do not comply with clause 8.1;			13.1.11	the Buyer is subject to an event of Force Majeure under clause [13].
8.2.2	the Buyer gives the Seller a reasonable opportunity to examine the defective Goods;	11.2	The Seller's obligations under clause [11.1] will not apply to Goods modified or used by the Buyer other than in accordance with the Conditions. The Buyer will indemnify the Seller against all reasonable costs and expenses incurred by the Seller in connection with any claim arising from such modification or use.	13.2	In addition to its rights under clause 14.1 the Seller may terminate this Agreement at any time [by giving 15 days' written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract;
8.2.3	the Buyer returns the defective Goods to the Seller at the Seller's expense.			13.3	On termination of the Contract for any reason:
8.3	The Conditions will apply to any Goods repaired or replaced under clause 8.2.	11.3	The Seller's obligations under clause [11.1] are conditional on the Buyer:	13.3.1	the Buyer will within 30 Business Days pay all invoices of the Seller then outstanding and not disputed in good faith;
8.4	The Seller will not be liable for any failure of the Goods to comply with clause 8.1:	11.3.1	promptly advising the Seller in writing of any claim or action;	13.3.2	the Seller will, within 14 Business Days, invoice the Buyer for all Goods delivered or provided but not yet invoiced and the Buyer will pay such invoice within a further 14 Business Days (unless the invoice is disputed in good faith);
8.4.1	where such failure arises by reason of fair wear and tear that could be expected to arise in the normal course of use of the Goods, wilful damage, negligence, or abnormal working conditions;	11.3.2	making no admission as to, or settlement or compromise of any claim or action without the Seller's prior written consent;	13.3.3	Buyer will forthwith return any materials of the Seller then in its possession or control; if it fails to do so, the Seller may enter onto any premises owned by or under the control of the Buyer and take possession of them;
8.4.2	to the extent caused by the Buyer's failure to comply with the Seller's instructions as to: (i) storage, installation, commissioning, use or maintenance of the Goods, or (ii) good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods;	11.3.3	giving the Seller sole conduct of any defence and any settlement negotiations, and	13.3.4	the accrued rights and liabilities of the parties will not be affected; and
8.4.3	to the extent caused by the Seller following any design or specification or requirement of the Buyer in relation to the Goods;	11.3.4	co-operating fully with the Seller and providing the Seller with all reasonable assistance in the defence or settlement of such claim or action.	13.3.5	any clause which expressly or by implication are to survive termination will do so.
8.4.4	where the Buyer repairs or alters any Goods without the Seller's prior written agreement; or	11.4	The Buyer's reasonable costs of compliance with clauses [11.3.3] and [11.3.4] will be paid by the Seller.		General
8.4.5	Where the Buyer uses any of the Goods after notifying the Seller that it does not comply with clause 8.1.	11.5	The provisions of this clause [11] set out the Seller's entire liability and the Buyer's sole right in respect of third party Intellectual Property Rights infringement claims.		Time
8.4.6	The Seller will not be liable for any damage caused to the Goods during installation.	12	Force Majeure		Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions.
8.5	Except as set out in this clause 8:	12.1	A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:	14 14.1	
8.5.1	the Seller gives no warranty in relation to the Goods ; and		promptly notifies the other of the Force Majeure event and its expected duration; and		
8.5.2	will be under no liability for their failure to comply with the warranty in clause 8.1.	12.1.1			

- 14.2 No set-off**
All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.
- 14.3 Relationship**
The parties are independent businesses and not principal and agent, partners, or employer and employee.
- 14.4 Severability**
If any part of these Conditions is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions will otherwise remain in full force.
- 14.5 Notices**
Notices under this Agreement will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:
- 14.5.1 by first-class post: two Business Days after posting;
- 14.5.2 by airmail: seven Business Days after posting;
- 14.5.3 by hand: on delivery;
- 14.5.4 by facsimile: on receipt of a successful transmission report from the correct number, and
- 14.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.
- 14.6 Waiver**
No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 14.7 Rights of Third Parties**
This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.8 Priority**
The terms of the Conditions prevail over those of the Order or Schedule (if any).
- 14.9 Entire Agreement**
The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.
- 14.10 Succession**
This Contract will bind and benefit each party's successors and personal representatives.
- 14.11 Governing Law & Jurisdiction**
- 14.11.1 This Contract will be governed by the law of England and Wales.
- 14.11.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.