

Trade Terms and Conditions					
1 Interpretation		Seller	means Sheffield Kitchen Outlet Limited, company number 06972595 trading from Unit 1B-1F Carlisle House, 99Carlisle Street East, Sheffield S4 7QN	4.2.2	to the Seller's nominated bank account specified in the Order, or by cheque and or debit or credit card.
1.1	In these Conditions the following definitions apply:			4.2.3	The Seller will charge up to 2% for the sue of a credit card..
Business Day	means a day excluding Saturday, Sunday and public holidays			4.3	Where sums due hereunder are not paid in full by the due date:
Buyer	means the person(s) or firm who purchases Goods from the Seller;	Specification	means the description or specification of the Goods set out in the Order	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 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.
Conditions	means the terms and conditions set out in this document;	Value Added Tax or VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.	4.3.2	VAT will be charged by the Seller and paid by the Buyer at the then-applicable rate.
Confidential Information	means any commercial, financial or technical information, information relating to products, plans, insert details of any specific confidential information, knowhow or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Contract;	1.2	Unless the context otherwise requires:	4.4	Credit limit
		1.2.1	each gender includes the others;	5	
		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.
		1.2.3	references to the Contract include the Conditions , the Order and its schedule (if any);	6 Delivery	
		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
		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.
Contract	means the agreement between the Seller and the Buyer for the sale and purchase of Goods incorporating these 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:
Delivery Location	means the address for delivery of the Goods as set out in the Order;	2 Application of these terms and conditions	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.	6.2.1	if delivered by or for the Seller under clause [6.1.1], on completion of unloading of the Goods at the Delivery Location;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of force majeure in any event;	2.1	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.	6.2.2	if collected by the Buyer under clause [6.1.2], on completion of loading at the Seller's premises.
		2.2	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.	6.3	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.
		2.3	Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to the Conditions. The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.	6.4	Each delivery of the Goods will be accompanied by a delivery note stating:
		2.4	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 will be valid for 28 days only from the date of issue.	6.4.1	the date of the Order;
		2.5	A Contract will be formed upon the earlier to occur of:	6.4.2	the relevant Buyer and Seller details;
		2.6	written acceptance by the Seller of the Buyer's Order; and	6.4.3	the product numbers and type and quantity of Goods in the consignment;
		2.6.1	the execution of a specific written agreement by both the Seller and the Buyer.	6.4.4	any special handling and other instructions;
		2.6.2		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).
Goods	means the goods and other deliverables set out in the Order and to be supplied by the Seller to the Buyer;	3 Price	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.	6.4.6	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.
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Seller is or may be entitled and (vi) in whichever part of the world existing;	3.1	The price:	6.5	The Seller will not be liable for any delay in or failure of delivery caused by:
		3.2	[includes] [does not include] [packaging and] [delivery] [, which will be charged in addition], and	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;
		3.2.1	does not include Value Added Tax.	6.5.2	the Buyer's failure to collect the Goods from the Seller's premises, or an event of Force Majeure.
		3.2.2	The price is payable in full	6.5.3	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:
		3.3		6.6	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.
Order	means the Buyer's order for the Goods from the Seller set out in the Order	4 Payment	The Seller will invoice the Buyer for Goods, in advance of delivery.	6.6.1	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:
		4.1	The Buyer will pay all invoices: in full, without deduction or set-off other than as required by law, in cleared funds prior to delivery of the Goods, and	6.7	deduct storage charges at the Seller's then-applicable rate and reasonable costs of resale; and
		4.2		6.7.1	
		4.2.1			

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.	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;	11.4	assis-tance in the defence or settlement of such claim or action.
7	Title and risk	8.4.4	where the Buyer repairs or alters any Goods without the Seller's prior written agreement; or	11.5	The Buyer's reasonable costs of compliance with clauses [11.3.3] and [11.3.4] will be paid by the Seller.
7.1	Risk in the Goods will pass to the Buyer on completion of delivery under clause 6.1.	8.4.5	where the Buyer uses any of the Goods after notifying the Seller that it does not comply with clause 8.1.	12	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.
7.2	Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.	8.4.6	The Seller will not be liable for any damage caused to the Goods during installation.	12.1	Confidentiality
7.3	Should the Buyer pay by cheque Title will pass to the Buyer once the Seller is in clear funds.	8.5	Except as set out in this clause 8:	12.1.1	Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:
7.4	Until title to the Goods has passed to the Buyer, the Buyer will:	8.5.1	the Seller gives no warranty in relation to the Goods ; and	12.1.2	any information which was in the public domain at the date of this Contract;
7.4.1	hold the Goods as bailee for the Seller;	8.5.2	will be under no liability for their failure to comply with the warranty in clause 8.1.	12.1.3	any information which comes into the public domain subsequently other than as a consequence of any breach of this Contract or any related agreement;
7.4.2	store the Goods separately from all other material in the Buyer's possession;	9	Obligations of the Buyer	12.1.4	is independently developed by the other party without using information supplied by the first party; or
7.4.3	take all reasonable care of the Goods and keep them in reasonable condition;	9.1	The Buyer will:	12.2	any disclosure required by law or a regulatory authority or otherwise by the provisions of this Contract.
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;	9.1.1	place all Orders on the terms of the Conditions and ensure that their contents are complete and accurate;	12.2	This clause [12] will remain in force for a period of two years after termination of the Contract
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;	13	Force Majeure
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;	13.1	A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
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	13.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and
7.4.8	provide the Seller such information concerning the Goods as the Seller may request from time to time.	10.1	The Seller does not exclude its liability:	13.1.2	uses reasonable endeavours to minimise the effects of that event.
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:	10.1.1	for death or personal injury caused by its negligence; or	13.2	If, due to Force Majeure, a party:
7.5.1	require the Buyer to redeliver the Goods to the Seller; and	10.1.2	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;	13.2.1	is or will be unable to perform a material obligation; or
7.5.2	if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them.	10.1.3	for defective products under the Consumer Protection Act 1987; or	13.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding a total of more than [60] days in any Year;
8	Warranty	10.1.4	for fraud or fraudulent misrepresentation.		The parties will, within [30] days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.
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:	10.2	The Seller will not be liable for any damage caused to the Buyers property as a result of the delivery of the Goods.		Termination
8.1.1	conform in all material respects to their description and to any applicable Specification;	10.3	Neither party will be liable for:	14	The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:
8.1.2	be free from material defects in design, material and workmanship;	10.3.1	loss of data or use	14.1	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;
8.1.3	be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended.	10.3.2	any form of indirect, consequential or special loss, or	14.1.1	the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
8.1.4	be fit for any purpose set out in the Order.	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,	14.1.2	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;
8.2	The Seller will, at its option, repair, replace or refund the price of defective Goods, provided that and subject to clause 8:	10.4	and, in each case, however arising.	14.1.3	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;
8.2.1	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;	10.5	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 The Goods purchased are on a 'made to order' basis and therefore no refund will be given to the Buyer unless in accordance with Clause 8 of this agreement	14.1.4	a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
8.2.2	the Buyer gives the Seller a reasonable opportunity to examine the defective Goods;	11	Third Party Intellectual Property Rights infringement	14.1.5	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;
8.2.3	the Buyer returns the defective Goods to the Seller at the Seller's expense.	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.	14.1.7	the Buyer takes or suffers any action similar to any of the above in any jurisdiction; there is a material change in the management, ownership or control of the Buyer;
8.3	The Conditions will apply to any Goods repaired or replaced under clause 8.2.	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.	14.1.8	
8.4	The Seller will not be liable for any failure of the Goods to comply with clause 8.1:	11.3	The Seller's obligations under clause [11.1] are conditional on the Buyer:		
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;	11.3.1	promptly advising the Seller in writing of any claim or action;		
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;	11.3.2	making no admission as to, or settlement or compromise of any claim or action without the Seller's prior written consent;		
		11.3.3	giving the Seller sole conduct of any defence and any settlement negotiations, and		
		11.3.4	co-operating fully with the Seller and providing the Seller with all reasonable		

- 14.1.9 the Buyer suspends trading, ceases to carry on business, or threatens to do either;
- 14.1.10 the Buyer, (being an individual) dies or ceases to be capable of managing his own affairs; or
- 14.1.11 the Buyer is subject to an event of Force Majeure under clause [13].
- 14.2 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;
- 14.3 On termination of the Contract for any reason:
- 14.3.1 the Buyer will within 30 Business Days pay all invoices of the Seller then outstanding and not disputed in good faith;
- 14.3.2 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);
- 14.3.3 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;
- 14.3.4 the accrued rights and liabilities of the parties will not be affected; and
- 14.3.5 any clause which expressly or by implication are to survive termination will do so.

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15.1 General
Time**

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions.

15.2 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.

15.3 Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

15.4 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.

15.5 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:

- 15.5.1 by first-class post: two Business Days after posting;
- 15.5.2 by airmail: seven Business Days after posting;
- 15.5.3 by hand: on delivery;
- 15.5.4 by facsimile: on receipt of a successful transmission report from the correct number, and
- 15.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

15.6 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.

15.7 Rights of Third Parties

This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.8 Priority

The terms of the Conditions prevail over those of the Order or Schedule (if any).

15.9 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

15.10 Succession

This Contract will bind and benefit each party's successors and personal representatives.

15.11 Governing Law & Jurisdiction

15.11.1 This Contract will be governed by the law of England and Wales.

15.11.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.