

TERMS & CONDITIONS OF SALE- TOTAL PLUMBING SUPPLIES LTD (INC ESCAPE BATHROOMS) COMPANY NUMBER 4136472

Definitions

The Company means: - Total Plumbing Supplies LTD, 62C Beeching Close ,Chard, Somerset, TA20 1BB.

The Customer: The person, company or firm who purchase goods from The Company.

The Goods: the actual goods or parts of goods sold.

The Delivery : Means any day not a Saturday , Sunday or a bank holiday.

Applications

Any error or omission in any sales related literature quotation and price list, acceptance of offer, invoice or any other documentation.

Or information issued by The Company shall be subject to correction without liability on the part of the company.

Acceptance of Orders

All offers and quotations by The Company are given on the basis of acceptance by The Company and shall remain open for acceptance for a period of 30 days from issue and verified by The Company prior to acceptance. The Company shall sell and The Customer shall purchase the goods listed on the written quotation. The Company will assume it has all correct and up-to-date information. The acceptance of the date is shown on the quotation order form and not that of when the deposit is paid.

Invoices and Payments

Unless agreed or otherwise deemed by The Company the payment terms are as follows, 30 days from the end of the month following invoice. Credit facilities may be withdrawn or reduced at anytime at the sole discretion of The Company.

On placing an order for non credit account customers we request a minimum deposit of 50% of the total order to be placed.

Limited Companies

All Limited companies must complete directors box on the application form the Company reserve the right to refuse credit accounts. In the event of a Limited company failing to meet their account obligations the director(s) of that company will be personally liable for all outstanding debts to Total Plumbing Supplies Ltd. The director(s) agree to these conditions when signing Total Plumbing Supplies Ltd account application form which is confirmation of a several guarantee agreement.

Inspection of goods

Goods must be carefully examined upon delivery. Any damage and or shortage must be reported to The Company within **48 hours** of delivery.

The date of delivery is that date which The Customer signs for and accepts possession of the goods sold by The Company.

Risk of damage

The risk of damage or loss of goods will pass to The Customer at the time The Customer signs for the accepted delivery.

Delivery of Goods

The Company reserves the right to make deliveries in instalments. Delivery of The goods will take place on the day and at the place as indicated to The Customer by The Company.

Warranties

Where The Company is supplying goods to The Customer on a supply –only basis, The Company will pass on all of the manufacturer's warranties and guarantees .In the event that The Goods are not installed as per the manufacturer's guidelines and any supplied instructions then any warranties will become null and void. (The Company are not obliged to accept Goods where manufacturer's return procedures have been ignored.)

Defective Goods

The company will warrant that the Goods at the time of delivery will be free from any defects in material for a specific period of time from the delivery date. Please confirm with the company as various products have longer warranties than other. The company cannot be held liable for any damage that is a direct result of negligence, failure to follow The Company's instructions (whether oral or in writing), or misuse or alteration of goods without the company's written consent. Where faulty goods are returned by the customer The Company reserves the right of replacement. Any refund is at the discretion of The Company.

Returns

The Goods are not supplied on a sale or return basis. Some goods are non returnable. Where The Company agrees to accept any return of goods The Customer may be charged a restocking charge of 25% in accordance with manufacture's conditions.

Risk & Title

The goods are at the risk of The Customer from the time of delivery or from the time the customer collects the goods from The Company's premises. Ownership of the goods shall not pass to The Customer until The Company has received in full all sums due to it in respect of The Goods. The Company shall be entitled to recover payment for The Goods notwithstanding that the ownership of any of The Goods has not passed from The Company.

Force Majeure

The Company shall not be held liable to The Customer to the extent that fulfilment to The Customer has been hindered or delayed by force majeure. Circumstances beyond The Company's control include (but are not limited to), governmental act, fire accident, war Act of God, riot, delay in transportation, and inability to obtain adequate materials or labour. The Company shall not be bound to fulfil its obligation to replace goods or services which have been cancelled as a result of any such events.

Proper Law

The validity, construction and performance of this contract shall be governed by the Law of England and be within the exclusive jurisdiction of the English Courts.