

# TRADE KITCHENS & BATHS LTD

## CONDITIONS OF SALE (APRIL 2018)

These conditions do not affect your statutory rights

### 1. Definitions

1.1 In these conditions: “you” and “your” mean the person, firm or company placing the order; “we”, “our” and “us” mean Trade Kitchens & Baths LTD; “order” means the order placed by you and accepted by us

### 2. Application of Terms

2.1 Each order or acceptance of a quotation/estimate for goods and/or services by you shall be deemed to be an offer by you to buy goods and/or services subject to these terms.

2.2 No order or acceptance of a quotation/estimate by you shall be deemed to be accepted by us until a written confirmation of order/invoice is issued by us. We shall be entitled to withdraw any quotation/estimate at any time (whether or not already accepted by you).

2.3 Any estimate of quantities needed, advice as to the suitability of any goods for a particular purpose, and any plan, design or measurement given by us is given for guidance only and without liability on our part. No allowance is made by us for additional materials, wastage or installation. You must satisfy yourself that all goods and / or services ordered are correct.

2.4 All samples, drawings, descriptive matter, specifications, showroom examples and advertising are issued or published for the sole purpose of giving an approximate idea of the described goods. They shall not form part of the contract and this is not a sale by sample. Each order shall be considered a separate order and we are unable to guarantee that further orders for the same goods will match the previous order.

2.5 Any typographical error or clerical omission in any sales literature, quotation, price list or other document issued by us may be corrected without liability on our part.

2.6 Information about how we use and store your personal information, and your rights, can be found on our credit account application form and/or in the Privacy Policy available on our website and as updated from time to time.

### 3. Orders/Invoices

3.1 We take reasonable care to ensure the accuracy of your order, and that this meets your requirements. It is however your responsibility to ensure that all Goods specified on the order are correct. It is highly recommended by us that your installer (if applicable) checks all plans, measurements, drawings, and orders prior to delivery being made as amendments cannot be made after delivery (in accordance with condition 4).

3.2 At our discretion, we may offer a kitchen design service. As outlined in condition 3.1; this service is to provide visual representation of a kitchen design and does not form part of our liability to supply the items contained within such drawings. Every effort will be made to ensure each design matches any corresponding quotation/estimate or order. If an obvious mistake has been made by us, we will rectify at our discretion to give the best possible service in line with the terms of sale.

### 4. Amendments to Orders/Invoices

4.1 If you wish to amend the order, then please advise us as soon as possible. After delivery of goods we cannot accept amendments to your order, but you may be able to exchange or return Goods in accordance with our Refunds and Exchange Policy set out in condition 9.

4.2 No amendments can be made to orders for Made-to-Measure Goods or Special-Order Goods after such orders have been accepted by us.

4.3 The price of an item when you add to your order will be the list price of that item at that date you amend the order. The amount credited to you when you remove an item from your order will be the price of that item at the time it was ordered.

4.4 Where price discounts were applied to the Goods you originally ordered, your continuing entitlement to the same level discount when you amend your order will be assessed on the whole of the amended order. This may mean, for example, that you lose the benefit of a discount based on the total value of the order if your amendment decreases that total value.

4.5 We will only accept an amendment when you pay any additional amount which becomes due as a result of that amendment.

### 5. Cancellation

5.1 You may not cancel an order for Made-to-Measure Goods or Special-Order Goods. If you wish to cancel your order for any other type of Goods you must give us at least 24 hours before delivery if you wish to avoid a cancellation charge. If you cancel within 24 hours of your scheduled delivery we reserve the right to apply a cancellation charge of £100.

5.2 After delivery of Goods we cannot accept cancellation of your order, but you may be able to exchange or return Goods in accordance with our Refunds and Exchange Policy set out in condition 9.

5.3 For orders charged to a credit account, we shall be entitled to cancel or suspend an order if you fail to pay us any sum due pursuant to the order (whether or not any part of your account is subject to query) or any of the following events occurs or we believe is likely to occur: (a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors; or (b) you convene a meeting of creditors or enter into liquidation; or (c) you have a receiver and/or manager, administrator or administrative receiver appointed over your undertakings or any part; (d) a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency; or

(e) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or (f) you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or (g) any event similar to the above occurs; or (h) you fail to observe or perform any of your obligations under the terms or any other contract between us and you; or (i) you encumber or in any way charge any of the goods.

### 6. Delivery of Goods

6.1 Unless otherwise agreed by us, delivery of the goods shall take place at our place of business. Delivery shall occur when you take possession of the goods at our premises or (where we agree to deliver) when the goods are ready for unloading at the delivery address (if we have agreed to deliver, it will be shown in writing on your confirmation order).

6.2 Your order may contain some Goods which will be delivered by us and some which will be delivered directly to you by the manufacturer of the Goods. Deliveries by us and the manufacturer will not necessarily be made on the same day.

6.3 Any dates and times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on or at any particular date or time. Time for delivery shall not be made of the essence by notice.

6.4 Our aim is to deliver your order within our current stock lead-time. Please check with a member of staff at time of order to confirm details of said lead-time. Any Special-Order Goods will have a longer lead-time compared to items we hold in stock, therefore all items will be delivered together, unless agreed at time of order. We reserve the right to apply more than one delivery charge if you request multiple deliveries.

6.5 If you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have not provided appropriate instructions, documents or consents, we shall be entitled to immediate full payment and risk in the goods shall pass to you. We may store such goods until delivery and you shall be liable for all related costs and expenses arising from such non-delivery including transport and storage costs (current storage costs are £75 per day). If you fail to accept delivery of the goods within 4 months of the date of order, we may dispose of those goods (whether or not you have paid for them). Storage or disposal costs shall be recoverable from you.

6.6 Should you not be available on the day of an agreed delivery then we may charge an additional delivery fee to same value of our standard delivery charge (currently £75) to return to the property.

6.7 We will deliver to site provided that there is a suitable road to the point where delivery is requested. If no such road exists, delivery will be made to the nearest point at which, in the driver's opinion, the vehicle can safely and lawfully unload. For all deliveries, you shall be responsible for safely and lawfully unloading all of the goods and shall provide all necessary labour and equipment.

6.8 We shall not be liable for any shortages in quantity delivered unless you give written notice to us of such shortages within two working days of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods.

6.9 Any query about delivery shall be made as soon as possible and in any event within 28 days of the date when the goods would in the ordinary course of events have been delivered else the goods shall be deemed to have been delivered in accordance with the contract. We are not obliged to provide proof of delivery and / or collection after a period of 28 days.

### 7. Waste

7.1 We shall not be responsible for taking back any non-chargeable packaging/pallets. You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this provision.

### 8. Force Majeure

8.1 We may defer the date of delivery, cancel the order or reduce the volume of the goods and/or services ordered by you (without liability to you) if we are unable to deliver or supply due to any cause beyond our reasonable control (including the acts or omissions of our suppliers and subcontractors).

### 9. Refunds and Exchanges

9.1 Please note that no refunds can be given on Made-to-Measure Goods or Special-Order Goods or Surplus Goods (such as, but not limited to, off-cuts of: plinth, cornice, pelmet, worktops and/or other materials that are left over).

9.2 If you wish to return any goods (other than those listed in condition 9.1) then they can be returned to our place of business, providing the item is undamaged; unused; still in its original packaging; and you have proof of purchase (no older than 28 days). Where you request a refund or exchange of Goods, we can arrange for them to be collected but you will be responsible for the costs of collection as notified to you prior to collection (the current average charge for collection is £75).

9.3 Any monies owed to you after any refund or exchange will be paid as soon as possible after the Goods have arrived at our warehouse and we have checked them for damage. The payment back to you will be the same method as used for the original order.

### 10. Liability

10.1 If any goods are defective due to defective material, we shall (at our option) repair or replace such goods (or the defective part) or refund the price of such defective goods at the pro rata contract rate provided that: (a) you give us written notice of the defect within seven days of the date of delivery or, in the case of a defect which is not discoverable upon reasonable examination, within seven days of the time when you discover or ought to have

discovered the defect; (b) we are given a reasonable opportunity after receiving notice to examine such goods (in situ) and (only if asked to do so by us) you return such goods to our place of business for the examination to take place there; (c) you do not make any further use of such goods after giving such notice; (d) the defect is not due to wilful damage, negligence (other than ours), fair wear and tear, alteration or repair of such goods without our prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other than by us); and (e) the defect is not due to any act or omission of you, your agents or contractors.

10.2 Our entire liability for defective goods and services is set out in 10.1 and in particular we shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods.

10.3 On request, we will provide information about any manufacturer's guarantee offered and available to you in respect of the Goods, but we are not legally responsible for any obligation under manufacturer's guarantees. In the event of a malfunction to an appliance within the manufacturer's guarantee then you are to contact them directly to arrange the repair or replacement under their terms and conditions. We will not be responsible for the replacement of faulty appliances; however, we will support with information wherever possible.

### 11. Payment and Interest

11.1 Payment for Goods and/or services supplied during a month on a credit account shall be due and paid in full in one payment not later than the last day of the month following the month of delivery or deemed delivery of the goods and/or services. If you default in making payment, the entire balance of your account shall be payable immediately and we may charge interest together with costs and expenses in accordance with 11.4.

11.2 For non-credit account purchases, payment shall be with the order or, at our discretion, on delivery or deemed delivery.

11.3 Time for payment shall be of the essence. You shall make all payments in pounds sterling and in full without any deduction.

11.4 If you fail to pay us any sum due (and whether or not any part of your account is subject to query), we may, in addition to our rights under 5.3, appropriate any payment made by you to such of the goods and/or services (or such goods or services supplied under any other contract between you and us) as we may think fit; and you shall be liable to pay us interest on such sum at the annual rate of 4% above the base lending rate of the HSBC Bank Plc, accruing on a daily basis, or, at our option, interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002) from the due date for payment until payment is made in full, whether before or after any judgment, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under this provision, including our debt recovery fees at a rate of 6% of the total amount outstanding.

11.5 Credit accounts are opened at our discretion and are subject to satisfactory references. We will set a maximum amount of credit allowable upon each account and withdraw credit facilities at any time without explanation. Payments made to an account may at our discretion restore your ability to borrow again (in which case it shall be up to the limit). You agree that we may obtain, retain, and provide to third parties, references as to your financial standing. Any change in the constitution of your organisation must be notified to us in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.

### 12. Risk and Ownership

12.1 The goods are at your risk from the time of delivery or deemed delivery.

12.2 Ownership of the goods shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of the goods and all other sums which are or become due to us from you on any account or (if later) the time of delivery. You grant to us and our agents an irrevocable licence at any time to enter any premises (with and without vehicles) where the goods are or may be stored in order to inspect them or, where your right to possession has terminated, to recover them.

### 13. General

13.1 Any notices given pursuant to or in relation to the contract shall be in writing and addressed to the party concerned at its principal place of business or last known address. Any notice shall be deemed delivered two days after posting

13.2 Failure or delay by us in enforcing any contract term shall not be construed as a waiver of any of our rights under the contract.

13.3 You shall not be entitled to assign or subcontract any of your rights or obligations under the contract.

13.4 Any dispute or claim arising in connection with the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, save that if you are domiciled in Scotland (within the meaning of the Civil Jurisdiction and Judgments Act 1982) then the contract shall be construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts.

13.5 If you are not satisfied with your purchase then please let us know as soon as possible. Please contact us using the following details: TRADE KITCHENS & BATHS LTD  
150 Rosebery Ave, Rosebery Ind Estate, London N17 9SD  
T:020 8801 4433  
E: [sales@tknb.co.uk](mailto:sales@tknb.co.uk)