

The Company means York Bathrooms Ltd. [the Supplier] and the Customer means the person named in the "Invoice to" section on the Company's documentation. Goods mean the Goods which the Company supplied pursuant to the order.

### **Conditions**

These conditions shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions) or referred to in any documentation submitted by the Customer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. The Company's acceptance of the Customer's order (including telephone orders) shall be effective only where such acceptance is in writing on the Company's order acceptance form.

### **Pricing**

Any prices quoted by the Company are valid for a period of 30 days from date of quotation and may thereafter vary and be subject to change.

### **Payment**

The Company shall not be obliged to make delivery until the Company received payment in full in cleared funds. Trade Customers with credit facilities with the Company shall, unless otherwise agreed in writing, pay in full within 30 days of the date of the invoice. Payment on time is of the essence of the contract. The Company reserves the right to charge interest on debts at a rate of 8% above the Bank of England base rate, on any debts not settled after 30 days past due. The Company reserves the right to suspend the provision of Goods to the Customer where any amounts are overdue under any contract with the Customer until such amounts have been paid.

The Customer shall pay without set-off, counterclaim, deduction or withholding every amount due to the Company. Any extension of credit allowed to the Customer may be changed or withdrawn at any time. Notwithstanding any purported contrary appropriation by the Customer, all payments made by the Customer to the Company shall be appropriated first to any Goods that have been resold by the Customer and then to Goods that remain in the possession or under the control of the Customer.

### **Cancellation**

The Customer may not cancel the order without prior written consent of the Company. Any item(s) accepted for return/cancellation will be subject to a 25% re-stocking/handling charge of the list price; in addition the Goods will only be accepted back providing they are not of a special nature and they are returned to us in their original packaging/condition undamaged and it is within 30 days of the delivery date. This does not affect your right to return faulty manufactured items. Special order items cannot be cancelled under any circumstances once the order has been placed with the Company.

### **Delivery**

Any delivery date quoted is estimated and time of delivery shall not be of the essence of the contract and cannot be made so by any notice. Please ensure you have appropriate personnel on site to accept deliveries, as we have a tailboard delivery service and where possible these will be delivered to your site address if we can park without contravening any parking restrictions or

Health & Safety Regulations.. It is the Customer's responsibility to ensure that adequate and competent assistance is available to off-load the item(s) being delivered. If the Customer refuses or fails to take delivery of the Goods tendered in accordance with the Contract or fails to take any action necessary on its part for delivery and/or shipment of the Goods, the Company is entitled to terminate the Contract with immediate effect; to dispose of the Goods as the Company may

determine, and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs from the date of delivery). The Customer agrees to accept delivery within three months of the order being fully available. In the event of the Customer not accepting the goods within this period, the Company reserves the right to charge storage and insurance of the goods at the rate of 2% of the total order value per month or part thereof.

### **Risk and Title**

All Goods remain the property of the Company until such time as they are paid for in full. The Goods shall be at the Customer's risk from delivery. From the time of delivery until property in the Goods passes to the Customer in accordance with these Conditions the Customer shall insure for their full value with a reputable insurance office. Upon request, the Customer shall use reasonable endeavors to have the Company's interest in the Goods noted on the insurance policy. Until property in the Goods passes to the Customer the Customer shall hold the proceeds of any claim on the insurance policy on trust for the Company and shall immediately account to the

Company with the proceeds. Until property in the Goods has passed, the Customer is in possession of the Goods in a fiduciary capacity and shall not part with possession of the Goods; take proper care of the Goods and take all reasonable steps to prevent any damage or deterioration of them; and keep the Goods free from any charge, lien or other encumbrance and store the Goods in such a way as to show clearly that they belong to the Company. The Company reserves the right to repossess and resell any of the Goods to which it has retained title.

The Company's consent to the Customer's possession of the Goods and any right the Customer may have to possession of the Goods shall in any event cease upon the Customer becoming insolvent.

### **Tiles/Natural Stone**

The Company recommends that Customers ensure they have ordered sufficient quantities of tiles/natural stone products allowing for breakages/cuts since there can be no guarantee that the shade/batch number can be matched for any subsequent orders. Customers should seek advice from their installer regarding quantities ordered without delay. Due to the nature of natural stone products the Company cannot guarantee exact color match to any samples provided/shown at the time of placing the order. Excess tiles are non-returnable.

### **Disclaimer**

(supply only customers)

Any drawings/sketch/information provided whether verbal or written is given as guidance only. It is the Customer's responsibility to confirm with their advisers that the Goods are suitable for any intended installation.

It is the Customer's responsibility to ensure that any installation using product supplied by the Company complies with all statutory water and building regulations.

### **General**

The Company shall not be liable for any failure or delay in performance of its obligations which is caused by circumstances beyond its reasonable control. Save as expressly provided for in these terms and conditions, and to the fullest extent permitted by law, the Company's total liability arising in connection with the Customer's order shall be limited to the price of the Goods.



The Company shall not be liable to the Customer for any economic loss, loss of profit, loss of business, goodwill or otherwise and whether direct, indirect or consequential, or any claims for consequential compensation whatsoever. In the event that the Company provided faulty goods but the fault is not discovered until after installation of the Goods and could not have been discovered on examination on delivery the liability of the Company shall be limited to replacing such faulty goods free of charge and paying the reasonable expenses of installation of the replacement Goods provided that the company shall have first been offered the opportunity of itself paying out for such installation work.

### **Warranties/ Installation**

The company offers a one year warranty from the day of completion on all bathroom installations. This does not include the supply only of goods.

A problem reported into the store, within the year warranty will be documented, and action will be taken at the earliest convenient time for the installer, we will endeavor to take a view on the issue within seven working days of the problem reported.

Any action required will be discussed with the company, and the client. All rectification work will be agreed and time rescheduled for the installer.

All goods supplied by the company are guaranteed by the manufacturer's warranty. Any faulty goods reported to the company will be raised with the manufacturer and there standard procedure will be adhered to. (Manufacturer's warranties and procedure may vary)

Any installation remedial reported into York Bathrooms after the one year guarantee period may result in a standard repair fee, this will subject to a site assessment and a fair price to be agreed by York Bathrooms Ltd and the customer.

### **Governing Law**

The order to which these Terms and Conditions relates is subject to the laws of England and Wales and any question arising in connection therewith shall be subject to the exclusive jurisdiction of the English Courts.