

Terms and Condition of Sale

For our retail and trade credit customers.

Definitions

The 'Buyer' shall mean the company, firm, consumer or person(s) seeking to purchase the goods from the company.

The 'Company' shall mean Stonehaus Bathrooms Ltd.

The 'Contract' shall mean any contract for Goods or Services made between the Company and the Buyer.

The 'Goods' shall mean the products or items to be sold by the Company

The 'Services' shall mean any services provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods or not)

1. Price

Any price quoted by the Company is based upon current prices as at the date on the quotation. The actual price charged to the Buyer under the Contract shall be based upon the price (less any discount given by the Company) as at the date of order and shall include the cost of storage and insurance (if applicable) as per clause 5.3. VAT will be charged at the current rate. The Company reserves the right to pass on any duties that may become chargeable.

2. Payment of Goods

4.1 Retail customers are responsible for ensuring that all goods are paid for in full, 2 business days before delivery. Payment must be by cleared funds to avoid delay in receiving the Goods. The Seller shall not be bound to give up possession of the Goods until payment in cleared funds have been received.

4.2 Credit account customers shall pay the full amount of all invoices within 30 days of receipt of such notice. The Company shall be entitled, at its discretion, to withdraw credit at any time. The Seller shall not be bound to give up possession of the Goods until payment in cleared funds have been received.

4.3 The Company shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer if the Buyer fails to make any payment on due date.

4.4 The Company reserves the rights to charge interest on all overdue accounts at the rate of 8% per annum above Santander's lending rate.

4.5 All payments made using corporate credit cards or charge cards will be subject to a surcharge of 2%.

3. Delivery of Goods

5.1 Any time or date stated on a written quote or order, or given verbally, is given as an estimate only. Time for delivery of the goods shall not be of the essence unless previously agreed in writing by the Company. Buyers are advised to only commit to an installation schedule once the goods have been received and checked. The Company shall not be liable for any costs or other losses incurred by the Buyer, their agents or any other third party due to an installation schedule committed to by the Buyer prior to the Goods being received and checked. Any failure to take delivery by the Buyer shall be deemed to be a breach of the Contract.

5.2 The Company shall be entitled to make partial deliveries or deliveries by instalments. Each instalment shall be a separate agreement to which all the provisions of these conditions shall apply. Signature of any note by an agent, employee or representative of the Buyer shall be conclusive proof of delivery. The Buyer must within 48 hours of delivery inspect the goods and immediately advise the Company of any damage for investigation. Quantities of Goods supplied should be confirmed at point of delivery and subsequent claims for shortages will not be accepted. Any queries concerning invoices should be notified to the Company within 3 working days of receipt of the invoices by way of email to info@stonehausbathrooms.co.uk. Risk of loss or damage to the Goods passes to the Buyer when the Goods are accepted by the Buyer, or the Buyer's representative or agent.

5.3 The Buyer agrees to accept delivery within 3 months of the order being fully available. In the event of the Buyer 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.

5.4 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract

whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.

4. Cancellation by the Buyer

There are two groups of products supplied by Stonehaus Bathrooms Ltd:

- i) Stock products defined as all products currently held in stock
- ii) Non stock products defined as 'Specials' i.e any product that is not held in stock. Special products cannot be cancelled or returned and will be charged for in full.

5. Cancellation Charges

	<i>Stock Products</i>	<i>Non Stock Products</i>
Prior to delivery	No charge	Not cancellable
After delivery, in original wrapping	Collection plus 25% admin charge	Not cancellable
After delivery, opened packaging	Not cancellable	Not cancellable

6. Warranty and Liability

6.1 The Company shall make good by reimbursement of the whole or part of the price or at its option by repair or by replacement any defect developing under normal use of the Goods, provided that the defect in question shall have appeared within 12 months after the Buyer has taken possession of the Goods or performance or Service completed and shall have thereupon promptly notified the Company in writing and any Goods alleged to be defective shall, if so required by the Company, be made available for collection by the Company. If the Goods are found to be defective any return carriage, delivery expenses and/or direct and predictable reasonable expenses incurred solely due to defective goods will be reimbursed to the Buyer upon provision of evidence of such expense. In the event of the Goods not being defective the Buyer will be liable to reimburse the Company and reasonable expenses or costs incurred by the Company and/or its agents. The Company shall not be liable for any claim or claims relating to any breach of warranty expressed or implied, brought after 12 months of the date of delivery. Extended warranties beyond 12 months are the responsibility of the manufacturer.

6.2 The liability of the Company is also subject to compliance by the Buyer with all the terms contained in this contract.

6.3 The Company shall, in relation to the Goods and Services, have no obligation to the Buyer, other than the express obligation contained in these conditions or in any other document expressly incorporated in writing into the Contract. Accordingly, it shall be for the Buyer to insure against any liability arising from the performance of the Services and from its use of the Goods.

6.4 Although the Company offers comprehensive advice on the products supplied, the Company shall not be held liable for the suitability of Goods, as full installation details cannot be determined at point of sale. All fittings purchased for installation should be confirmed to be suitable by the Buyer and/or the Buyer's installer.

7. Unforeseeable Circumstances

The Company shall have no liability whatsoever for any failure to perform, or any delay in the performance of any of its obligations under the contract arising wholly or in part by reason of any factor beyond its direct control, such as the availability of Goods from third party