

THE FASCIA PLACE LTD

TERMS AND CONDITIONS OF SALE

- 1. Definitions**
 - a) The "Customer" shall mean the corporate entity / firm or person seeking to purchase the Goods from the Company.
 - b) The "Company" shall mean **The Fascia Place Ltd**.
 - c) The "Contract" shall mean any Contract for Goods or Services made between the Company and the Customer.
 - d) The "Goods" shall mean the products, articles or items to be sold by the Company.
 - e) The "Services" shall mean any Services provided by the Company to the Customer (whether or not the Customer shall purchase Goods).
- 2. The Contract**
 - a) All business with the Customer shall be subject to this and the following conditions.
 - b) No variation or waiver of/or addition to these conditions, whether written or oral, shall have effect unless and until authorised in writing by a director of the Company.
 - c) Quotations or estimates, whether written or oral, submitted by the Company shall be deemed to be an invitation to trade and not an offer.
 - d) Any order given in respect of a quotation or estimate must state the date, the reference of that quotation or estimate and address for delivery.
 - e) It is the Customers full responsibility to check the full specification of any bespoke product. Special attention should be taken when checking sizes, hinges, opening direction (always viewed from the outside), colours, or final technical specification to meet building regulations.
- 3. Collections and Deliveries**
 - a) In the absence of any specific provision to the contrary the prices to be charged shall be the prices ruling at the date of collection or delivery.
 - b) The Customer shall collect the Goods from the Company's premises. When it is agreed that the Company shall deliver or procure delivery of the Goods when ready, it shall do so at the risk and cost of the Customer. The manner of delivery shall be such, as the Company in its discretion shall deem appropriate.
 - c) Deliveries shall be made over good, hard and practicable roads.
 - d) The Customer at his own expense shall be responsible for the proper unloading of all the Goods, which will be carried out without delay.
 - e) After unloading, the Customer at his own expense shall be responsible for sorting, stacking and protection of all the Goods.
 - f) The Customer is under a duty wherever possible to examine the Goods on collection or delivery as the case may be.
 - g) When the Goods cannot be examined the Customer shall mark the delivery ticket at the time of delivery "not examined". Non-apparant issues at time of delivery must be reported within 24 hours of delivery.
 - h) No claim for damage or discrepancy shall be considered unless where the damage or discrepancy is visible on inspection and the delivery ticket is marked accordingly with short written details signed by the Customer or its agent. any fault or damage must be notified to us immediately, in writing and with supporting photographic evidence.
 - i) Any time or date quoted by the Company for delivery or collection of all or any the Goods or the Services is an estimate only and the Company shall not be liable for any failure to meet any such estimate not for any loss, whether financial or otherwise or indirectly there from.
- 4. Risk and Title**
 - a) Risk in the Goods shall pass to the Customer when the Goods are dispatched by the Company or collected by the Customer or its agent.
 - b) Notwithstanding the foregoing until payment is received the legal and beneficial ownership in the Goods shall remain the Company and until then Goods may be removed by the Company or its agent at any time.
 - c) The Customer shall keep and store the Goods in such a manner that may be identified as being the property of the Company.
 - d) The Customer may sell the Goods in the ordinary course of business before payment in full is received by the Company and in such event –
 - i. The Customer shall sell as principle and not as an agent for the Company.
 - ii. The Customer shall hold that part of the proceeds of sale which is equal to the price payable as trustees for the Company.
 - iii. The Customer shall account to the Company for the price payable.
 - iv. Until such payment the Customer shall retain the price payable in a separate account to the Company's order.
- 5. Payment**
 - a) All credit accounts shall be paid by the end of the month following months invoice. Cash account and retail trade is payable prior to the release of goods.
 - b) All special order or bespoke products require a 50% deposit payment to secure production with the balance payable prior to collection.
 - c) Notwithstanding (a/b) the right to demand payment at any time is reserved.
 - d) The Customer shall not, without written agreement of the Company, be entitled to deduct or withhold payment of any monies due to pursuant hereto any claim for loss or expense alleged to have been incurred by the Customer by reason of any breach or failure to observe the provisions of this or any other Contract by the Company expressly waives any common law right of set or to which may be entitled.
 - e) New accounts are subject to satisfactory trade references and /or cash payment with order. In accordance with the "late Payment of Commercial Debt Act 1982, interest will be charged at 1.5% on accounts that are not paid to terms, unless other terms are agreed by Seller and the Buyer in writing.
- 6. Product Use**
 - a) The Customer shall be responsible for ensuring that the Goods are fit for purpose for which it wishes to use them and the Company gives no warranty and none shall be implied that the Goods are fit for any particular purpose.
 - b) The Customer shall identify and hold harmless the Company from and against any loss, damage and expense awarded against or incurred by the Company in respect of any warranty howsoever given by the Customer to a third party.
 - c) No warranties implied by shall apply unless the products are used both in accordance with manufacturer's recommendations, copies of which are available on request from the Company, and under normal and responsible conditions.
- 7. Cancellation by the Customer**
 - a) No cancellation of the whole or any part of the order by the Customer is permitted except when agreed in writing in advance by a manager of the Company.
 - b) The Goods once delivered or collected may not be returned unless authorisation has been given as specified in 7a and provided that the following conditions are satisfied –
 - i. The Goods will only be accepted if returned with three weeks of the date of delivery or collection.
 - ii. The Goods will only be accepted if they are in brand new and unused condition.
 - iii. Packages of the Goods will only be accepted if the package remains unbroken and in reasonable condition.
 - iv. In all cases where the Goods are accepted for return a restocking charge of 15% may be required.
 - v. Returns or refunds cannot be made for special order items, perishable goods, or for any item that has been fitted, damaged or altered. Faulty goods installed by the customer will be deemed as having been accepted.
 - vi. In all cases where the Goods are accepted for return an invoice number and date together with reason for return must be stated.
- 8. Customer Specifications and Design**
 - a) Where the Company has had the Goods manufactured or specifically ordered to satisfy the Customer's specifications, designs or measurements the Customer shall be liable for the full price of such Goods notwithstanding that are no longer required following any alteration in such specifications and/or designs and for the full cost of any alterations rendered necessary and/or the Goods wasted through the inaccuracy of variations of such specifications, designs or measurements.
 - b) All estimates given by the Company and taken from drawings, sketches, plans or verbal measurements supplied by the Customer, will be given in good faith and no guarantee will be given or implied by the Company as to the accuracy of such estimated quantities.
- 9. Variations**
 - a) The Company will not consider any claims made by the Customer for defects in size, colour or texture of the Goods if the claim is made after installation.
 - b) All dimensions quoted for the Goods are nominal and minor variations can occur.
 - c) Whilst all reasonable care will be taken by the Company to ensure a match of colours on the Goods, no warranty will be given by the Company as to the aforesaid match of any colours.
- 10. Force Majeure**
 - a) The Company shall have no liability whatsoever for any loss or damage by non-performance or by delay in the performance of any of its obligations to the Customer due to acts of God, civil disturbance, war, government strike, loco-out or trade dispute, difficulties in obtaining The Goods, breakdown in machinery, fire or accident or any causes whatsoever beyond the control of the Company. If any such event occurs, the Company reserves the right to cancel or suspend the Contract without incurring any liability for loss of damage thereby occasioned.
- 11. Governing Law**
 - a) This Contract shall be governed by the law of England and subject to the exclusive jurisdiction of the English Courts.