

TRADSOL LIMITED

CONDITIONS OF SALE AND SUPPLY

1 DEFINITIONS

- 1.1 "Seller" means TRADSOL LIMITED (company number 04389443) of Unit 20 Techno Trading Estate, Bramble Rd, Swindon, Wiltshire, SN2 8HB
- 1.2 "Buyer" means the person, firm or company placing an order with the Seller for Goods
- 1.3 "Goods" means all goods, materials and services that are ordered by the Buyer and which the Seller has agreed to supply.
- 1.4 "Contract" means the legally binding agreement for the supply of Goods that shall be formed by the Seller's acceptance of an order placed by the Buyer
- 1.5 "Consumer" means a private person buying Goods for private use

2 FORMATION OF CONTRACT AND CANCELLATION

- 2.1 These Conditions apply to all Goods ordered by the Buyer. By placing an order for Goods, the Buyer is accepting these Conditions. No additional or alternative, terms and conditions will apply to a Contract unless they have been agreed, in writing, between the Seller and the Buyer.
- 2.2 If a Buyer is a Consumer (and placed an order by telephone or other means of communicating at a distance) then it has a right to cancel its order at any time within seven working days after receipt (the cancellation period) and to receive a full refund of the price paid for the Goods. No such right of cancellation shall apply to any Goods that:-
 - 2.2.1 are made or ordered to the Buyer's specifications or are clearly personalised to the Buyer's requirements or by their nature, cannot be returned, or are liable to deteriorate or expire rapidly or
 - 2.2.2 are audio or video recordings or computer software and the Buyer has unsealed them or
 - 2.2.3 are newspapers, periodicals or magazines.
- 2.3 If the Buyer is entitled to this cancellation right, and wishes to exercise it, then the Buyer must:-
 - 2.3.1 give the Seller notice of cancellation, in writing, within the cancellation period mentioned above. The Buyer's notice must be sent to the Seller at the address given in condition 1 or at such alternative address as the Seller may notify to the Buyer in writing.
 - 2.3.2 return the Goods to the Seller as soon as possible at the Buyer's cost and risk and in an unused condition.

3 ORDERS, DELIVERY AND RISK

- 3.1 All Goods are subject to availability. The Seller may cancel a Contract or offer suitable alternative items, if the Goods ordered are out of stock or no longer available.
- 3.2 If the Seller agrees to deliver the Goods to an address within the UK nominated by the Buyer, then unless otherwise agreed, delivery of the Goods will be made at the cost of the Buyer by any method of transportation regarded as suitable by the Seller at its discretion. Delivery shall be effected and risk (but not ownership) shall pass when delivery is tendered at the nominated address.
- 3.3 If the Buyer agrees to collect or arrange for the collection of the Goods from any of the Seller's premises, delivery shall be effected and risk but not title shall pass when the goods are handed to the Buyer or its carrier at the Seller's premises.
- 3.4 The Seller shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential if (despite having used all reasonable efforts) it is delayed or prevented from delivering all or part of the Goods.
- 3.5 If the Buyer refuses or fails to take delivery of the Goods, the Seller will be entitled at its discretion to store the Goods at the risk of the Buyer and the Buyer shall in addition to the price for the Goods, pay all costs and expenses of storage and any additional costs of carriage incurred.
- 3.6 The Seller reserves the right to deliver in instalments at its discretion.
- 3.7 All Goods must be inspected by the Buyer on delivery or collection unless the Goods comprise a complete kitchen or bathroom in which case the Goods must be inspected within 48 hours of delivery or collection. Further time for inspection may be allowed at the discretion of the Seller if a request is made by the Buyer. If any Goods are damaged or lost or if there has been short delivery, the Buyer must submit a detailed written claim to the Seller within 7 days of delivery of the Goods.

4 PRICE

- 4.1 The price is as shown in the Contract features and price guide leaflet or as quoted. The Seller may alter its quoted prices at any time and without notice.
- 4.2 Unless stated otherwise, the price for the Goods is exclusive of the cost of delivery in accordance with Clause 3.2 and exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price for the Goods

5 PAYMENT

- 5.1 The Buyer must pay for the Goods in pounds sterling within 14 days of the date of invoice.
- 5.2 If payment is not made when due then the Seller may, without prejudice to its other rights, charge interest (both before and after any judgment) at 6% above the base rate of Lloyds TSB Bank plc calculated on a day-to-date basis on the balance outstanding until payment is made in full.
- 5.3 If payment is not made on time, the Seller may, without affecting any of its other rights, withdraw any discount that may have been offered and in which case the Buyer is to pay the full price of the Goods, without discount.
- 5.4 The Buyer shall not deduct any amounts from, or claim a credit against, the price for the Goods.

- 5.5 Without affecting any of its other rights, the Seller may refuse to supply the Contract if payment for the Goods is not made when due or if the Buyer is in breach of any other provision of these Conditions.

6 TITLE AND LIEN

- 6.1 The ownership of and title to the Goods shall only pass to the Buyer once the Seller has received payment for them in full and the payment is either in cash or has been cleared. If any payment received from the Buyer is not stated to be for a particular invoice the Seller may use it towards payment of any outstanding invoice that is payable by the Buyer. The Seller may sue for any unpaid amount of the price at any time after it has become payable.
- 6.2 The Seller may recover, sell or otherwise deal with any Goods for which payment is overdue and which therefore still belong to it. For these purposes the Seller shall be entitled at any time, and without notice, to enter any premises of the Buyer where it reasonably believes the Goods are stored. The recovery by the Seller of any Goods under this clause shall not affect its rights to sue for the unpaid price.

7 LIABILITY

- 7.1 The Seller's liability for any direct physical damage caused to the Buyer as a result of the Seller's negligence shall be limited to 125% of the price paid (and not refunded) in respect of any single claim. Any other liability of the Seller to the Buyer shall be limited to the price paid (and not refunded) for the Goods. The Seller shall not have any liability to the Buyer for indirect, special, consequential or economic loss, loss of contracts, revenue, goodwill, profits or other benefits whether arising from breach of contract, statutory duty, negligence or otherwise howsoever. Nothing in these Conditions limits or excludes the Seller's liability to the Buyer for death or personal injury
- 7.2 The Seller makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the Seller accepts no liability in this respect.

8 TERMINATION

If the Buyer:-

- 8.1 fails to pay the price on time or
- 8.2 is otherwise in breach of its obligations to the Seller under the Contract or under any other contract with the Seller or
- 8.3 enters into any arrangement for the benefit of its creditors or
- 8.4 becomes insolvent or
- 8.5 has a receiver or administrative receiver or administrator appointed over all or any part of its assets
- 8.6 or should the Seller have reasonable cause to believe that any of these events is likely to occur, the Seller may, by notice in writing to the Buyer:-
 - 8.7 suspend or cancel the Contract or
 - 8.8 stop any Goods in transit or
 - 8.8 require payment in advance or satisfactory security for further deliveries under the Contract.

9 FORCE MAJEURE

The Seller shall not be liable for any loss or damage to the Buyer as a direct or indirect result of the Seller being unable to perform the Contract due to circumstances beyond its reasonable control. Examples include strikes, terrorist acts, natural disasters, and problems with suppliers/transportation/production/availability. The Seller will be entitled to a reasonable time extension to perform the Contract if it is prevented from doing so due to circumstances beyond its reasonable control.

10 WAIVER

The failure of the Seller to insist upon the strict performance of any of the terms and conditions of the Contract is not to be taken as a waiver of any such term or condition and shall in no way affect the Seller's right to enforce such a provision later.

11 SEVERABILITY

If any of the terms and conditions of the Contract shall be wholly or partly invalid, ineffective or unenforceable for any reason, that shall not affect any other term or condition that is not invalid, ineffective or unenforceable. All of such other terms and conditions (or parts of them) shall remain in full force and effect.

12 GOVERNING LAW

All aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

13 GENERAL

If the Buyer is a Consumer, nothing in these terms and conditions shall affect their statutory rights.