



'exceptional service with traditional values'

TERMS AND CONDITIONS OF SALE – dell factor ltd

1. PRICE FLUCTUATIONS

Notwithstanding any offer, quotation, tender or price list, orders can only be accepted subject to the condition that goods will be invoiced at the prices ruling on the date of dispatch.

2. NOTIFICATION OF LOSS, SHORTAGES, DAMAGES ETC. IN TRANSIT

Damage and Pilferage: Any damage or pilferage in transit to goods dispatched by either road or rail must be notified in writing on the Customer's own notepaper to either the depot or station and also to us, within three days of delivery, and details of the claim similarly notified within seven days. Sanitary Ware and baths must be inspected at time of delivery. Claims cannot be entertained afterwards.

In addition, any obvious damage to goods or crates should be noted on carrier's delivery note at time of delivery.

Non-delivery: Non-delivery of the whole of a consignment or any separate part or package must be similarly dealt with at once, so that arrangements can be made to complete delivery.

3. PACKAGES

Packages where charged extra other than non-returnable will be credited on return carriage paid in good condition, as per terms quoted.

4. DEFECTS

In accepting delivery of goods supplied by us, the buyer acknowledges that no representation, whether oral or in writing has been made by us or by anyone in our employ, which has led to the buyer to enter into the contract for the purchase of those goods. No representation or warranty is made or given as expressly stated in these conditions of sale or in the appropriate quotation given in writing.

Any article sold will be replaced or repaired free of charge if we are satisfied that it was defective in material or workmanship upon delivery and provided notice of the defect was given to us within 14 days of delivery. The above undertaking is given in lieu of all conditions or warranties of every kind whether express or implied by law or otherwise which are hereby expressly excluded and no liability is accepted for loss or damage of any kind whether caused by negligence or otherwise.

Where manufacturers of goods or materials have limited their liability in respect thereof or in respect of any consequential liability in connection therewith, and such limitation have been advertised or announced in trade literature or has otherwise been deemed to have come to the notice of the buyer whether generally or specifically the same limitations shall apply to our liability on the sale of those goods by us in lieu of all conditions or warranties whether express or implied by law or otherwise which are hereby expressly excluded.

5. DELIVERY

When goods are offered for delivery to site, our obligation is to delivery as near to the site as a safe hard road permits. The customer is to provide, free of charge, the labour required for unloading and stacking.

All delivery promises are estimates only and whilst given in good faith cannot be deemed as holding our Company responsible for consequential damages or expenses should any delay occur for any reason whatsoever.

6. PROPERTY IN THE GOODS

The property in the goods shall not pass to the customer until the full price of the goods and all money payable by the Customer to the Company in respect of the goods has been paid or the goods have

been sold as hereinafter provided nevertheless that the Customer shall indemnify the Company in respect of any loss of or damage to the goods after they have been delivered to the Customer and provided that the Customer may nevertheless sell the goods or any of them in the ordinary course of its business in which the Customer shall hold the net proceeds of such sale as trustees for and on behalf of the Company until the full price of the goods and all sums payable to the Company in respect of the goods have been paid and Provided Also that (without prejudice to any other rights or remedies to which the Company may be entitled) if the Customer shall make default in any payments due to the Company then the Company may forthwith take possession of all goods in respect of which such payments are due belonging to the Company which are still in the possession of the Customer.

7. RETURN OF GOODS

The Company reserves the right to make a re-stocking charge at our current rate for goods returned by customers as surplus to requirements and such goods will not be accepted without prior agreement between the customer and the manager of the department concerned. Thereafter the return of the goods will be accepted as the customer's agreement to pay the re-stocking charge.

8. BREAKAGES

Replacement of breakages in transit will be dealt with according to trade custom.

9. CANCELLATION

Contracts and orders may be cancelled by customers with our written sanction only. Goods made to special order cannot be cancelled.

10. SALES EX STOCK

Good ex stock are offered prior to sale.

11. PART ORDER

In the event of the whole order not being placed with us we reserve the right to revise our prices.

12. ACCEPTANCE

Orders are accepted and terms for delivery given conditional on our being able to secure the necessary labour and material and without responsibility for delays arising through causes beyond our control.

13. DISTRIBUTORS

Being distributors of materials only, we cannot agree to be nominated as sub-contractors.

14. SALE OF GOODS

This contract is divisible. Each delivery made hereunder:

- (i) shall be deemed to arise from a separate contract, and
- (ii) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalment.

15. GENERAL

If the customer's special order forms contain special printed conditions, such conditions are binding only insofar as they are not at variance with the terms and conditions mentioned above.

Please sign and print below to agree to and accept the above conditions of sale:

Signed

Print Name

Date