

TERMS AND CONDITIONS OF SALE FOR DAJON INTERIORS LIMITED, GLOUCESTER.

These terms and conditions are for our retail and trade clients. *Projects involving building work may involve additional terms.*

DEFINITIONS;

In these conditions, the following words shall have the following meanings;

The "Buyer" Shall mean the company, firm, consumer or person seeking to purchase goods from ourselves.

The "Company" shall mean **Dajon Interiors Limited**.

The "Contract" shall mean any contract for goods or services made between the Company and the Buyer.

The "Goods" shall mean the products to be sold by the Company.

The "Services" shall mean any services provided by the Company to the Buyer.

1. PRICE

The price quoted by the Company is based upon current prices ruling as at the date appearing on the quotation, the actual price charged to the Buyer under the Contract shall be based upon such ruling price (Less any incentive allowed by the Company) as at the date of order and shall include the cost of storage & insurance (if any) as per clause 5.3 below. VAT will be charged at the rate current at the date of supply. Quotations are valid for 28 days unless otherwise stated.

DESIGNS: Please note; designs are an interpretation & not an actual representation of the final product.

ALL DIMENSIONS MUST BE CHECKED BY THE BUYER. The Company reserves the right to charge for design services & costs are variable depending on the size of the project.

2. CANCELLATION BY THE BUYER

- 2.1. Stock products defined as; all products currently held as stock.
- 2.2. Non stock products, defined as "specials" - any item not held as stock.
- 2.3. Deposits are non-refundable.

3. CANCELLATION CHARGES;

Prior to delivery/allocation to The Company.

STOCK PRODUCTS

No charge

NON STOCK PRODUCTS

Not cancellable or returnable & will be charged in full.

After delivery to company in original packing.

Collection & 30% restocking charge.

Not cancellable or returnable & will be charged for in full.

After delivery opened packaging.

Not cancellable - no refund.

Not cancellable or returnable & will be charged for in full.

Goods supplied without packaging must be in a resalable condition. Refunds will not be made for any goods which show signs of attempted installation, whether or not in original packaging. Any returns are accepted at the sole discretion of the Company.

4. PAYMENT TERMS;

4.1. Customers are responsible for ensuring all goods are paid for in full, 7 days before delivery. payments must be **cleared funds** to avoid any delay in receiving the goods.

4.2. The Seller shall not be bound to give up possession of the goods til it shall have received payment in **cleared funds**.

4.3. Time for payment of the goods shall be the essence of the contract.

Accordingly, if the Buyer fails to make any payment on due date, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries to the buyer.

4.4. The Company reserves the right to charge interest on all overdue accounts at the rate of 8% per annum above (Barclays) Bank lending rate from time to time.

4.5. Deposit and Balance payments;

For supply only; 30% deposit with order and balance of **cleared funds**, prior to collection or delivery.

For supply & install 30% deposit with order 65% payment of **cleared funds prior to delivery**, 5% balance on completion of work.

PAYMENT OF YOUR DEPOSIT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

4.6. We reserve the right to charge extra for;

- 1. Any service to be brought up to regulation that does not currently comply.
- 2. Any issues unseen; I.e behind or within walls, under floors, above ceilings, soil or drainage.

These charges would be separate from; and extra to, the original contract, charged and payable within 7 days of the invoice date. Structural work is subject to a structural survey. The client undertakes to engage and obtain this service from a suitably qualified practitioner.

5. DELIVERY;

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 this has been previously agreed in writing by the Company. Once a delivery date has been confirmed it is the Buyers responsibility to ensure someone is on site to sign and take delivery, and that any access/groundworks/amenities required are available. Failure of pre-arranged deliveries will incur a delivery charge. The Company shall not be liable for any costs or other losses incurred by the Buyer, their agents, or any third party due to an installation schedule committed to, by the buyer, prior to goods being received and checked. Failure to take delivery by the Buyer shall be deemed to be a breach of 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 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 24 hours of delivery, inspect the goods & immediately advise the Company of any damage for investigation. Quantities of goods supplied should be confirmed at point of delivery, subsequent claims for shortages will not be accepted. Risk of loss or damage to the goods passes to the Buyer when the goods are accepted by the Buyer or the Buyers representative or agent.

5.3. The Buyer agrees to accept the delivery within 4 weeks of the goods being fully available.

In the event of the Buyer not accepting the goods within this period, the Company reserves the right to seek payment for the goods in full, additionally charging storage and insurance of the goods at a rate of 5% of the total order value per month or part thereof.

- 5.4. Delivery & Risk; i. The goods are at your risk from the time of the delivery.
ii. Collections can be made at our premises by prior arrangement.
iii. All goods must be inspected on delivery. Any goods damaged or not delivered, must be informed to the driver, mark any damages or short delivery on the delivery note and return the damaged goods on the delivery vehicle.
iv. If we have to handle any of your property or other goods when delivering or carrying out work, we will do so at **your risk. All deliveries are to the ground floor only.**

6. WARRANTY;

6.1 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 the 12 months are the responsibility of the manufacturer. No service or Warranty work will be undertaken until your balance payment has been received in full.

6.2 The liability of the Company is also subject to compliance by the Buyer with all their 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 obligations 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 the goods, as full installation details cannot be determined at point of sale. All items purchased for installation should be confirmed suitable by the Buyer, or where goods are supplied only, the Buyers installer.

7 WARRANTIES; We warrant that;

7.1 The goods comply with the description on our acknowledgement of order.

7.2 The goods are free from material defect at the time of delivery (as long as clause 5.4iii is complied with and...

7.3 That work or installation will be carried out with reasonable care and skill by our contracted installers. We reserve the right to alternate our contracted installers as required. Installation dates expressed are an approximation only, and shall not be deemed to be of the essence of contract.

7.4 Consumers; Your statutory consumer rights are unaffected

7.5 If you believe we have delivered goods or performed services, which are defective in materials or workmanship, you must; Inform us in writing, with full details, as soon as possible. You must allow us to investigate (we may need access to your premises and the goods or work). If following our investigations, the goods are found to be defective in material or workmanship, and, you have complied with those conditions in full, we will (at our option) replace the

goods, repair defective goods or work, or refund the price (or a proportion of the price)

7.5i Please note shading differences are accepted as normal on products such as painted furniture, tiles or sanitary ware & defect complaints will not be entertained on this basis.

7.6 We are not liable for any other loss or damages

(including indirect or consequential loss, financial loss, loss of profits or loss or use) arising from the contract or the supply of goods or their use, even if we are negligent.

7.7 Our total liability to you from one single cause for damage to your property caused by our negligence is limited to £1,750.00

7.8 For all other liabilities not referred to elsewhere in these terms, our liability is limited in damages to the price of the goods or work.

7.9. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

8. FORCE MAJEURE;

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 any reason of any factor beyond its direct control, such as the availability of goods from third parties. Examples of those circumstances include; act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes, and other industrial disputes and difficulty in obtaining supplies.

9 PAYMENT METHODS;

9.1 BACS; HSBC Sort code 40-22-09. Account 92193868 please use your full name as a reference or Job number.

9.2 Debit card; these can be made in person at the showroom or by telephone 01452 332 336, debit card payments incur no delay in clearance.

9.3 Credit card; these can be made in person at the showroom or by telephone on 01452 332 336.

Allow enough days for fund clearance if you want to employ your credit card - normally 3 to 5 working days.