

TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1. Buyer: one who purchases or agrees to purchase Goods or Services from the Seller.
- 1.2. Consumer: as defined in the Unfair Contract Terms Act 1977, Section 12.
- 1.3. Seller: William Stewart Limited and its subsidiaries, Address: P.O. Box 107, Highbridge, Somerset, TA9 4WG.
- 1.4. Conditions: these terms and conditions and any further special terms and conditions agreed in writing.
- 1.5. Delivery date: the date specified by the Seller when Goods are to be delivered or picked up.
- 1.6. Goods: the items (including any instalment or parts) purchased from Seller by a Buyer.
- 1.7. Services: the services purchased from Seller by Buyer including any materials and Goods.

2. Conditions Applicable

- 2.1. While these terms and conditions shall not affect the statutory rights of Buyers dealing as consumers, all Buyers are advised to read and understand these terms before signing. It is the Seller's intention that orders for Goods and/or Services should be subject to these conditions and that Buyers should ask for changes to be set out in writing. Any order received not made on Seller's order form and signed by Buyer shall be deemed an offer. No other terms and conditions, or variations to them, shall apply unless agreed in writing between Buyer and Seller. The rights of all and any third parties under the Contracts (Rights of Third Parties) Act 1999 in this contract are hereby excluded.

3. Goods And Services

- 3.1. Wherever transferable, any warranty of a manufacturer is assigned and transferred to the Buyer upon the collection or delivery of the Goods and/or completion of the service.
- 3.2. For the convenience of Buyers, Seller may maintain at its premises lists of local independent installers or providers of services relating to Seller's Goods, but Seller makes no recommendation and Buyer shall make his own enquiries as to the fees and qualifications, including any FENSA registration, of such installers or service providers.
- 3.3. Where Buyer purchases, and seeks to install, Seller's Goods, the Buyer need to ensure that; (1) any installer is FENSA-registered or building control approval is sought before installation, (2) Goods ordered suit the Buyer's particular purposes, and (3) accurate measurements and specifications are provided to Seller.

4. The Price and Payment

- 4.1. The Price and terms of payment shall be set out on Seller's order form save where Buyer has a pre-agreed account facility and prices. In the absence of a price being set out on our order form (and no account facility exists), the price shall be as set out on the Seller's published list at Seller's premises as of the date the order is taken.
- 4.2. Seller's quotations provided to Buyer for supply of services are offers which upon the Buyer's signature, and Seller's receipt of any required deposit, become contracts. Should site conditions and/or Buyer's representations prove such quotations to be inaccurate, the Seller, before the commencement of work or delivery of any Good, shall be entitled to revise its quotation to take account of such matter. Where work has begun, Buyer and Seller shall agree reasonable adjustment in writing.
- 4.3. Seller's quotation for services are based upon Seller's services being performed during Monday to Friday between 8:00 to 5:00 pm. Should Seller agree to performing its services outside these hours, Seller reserves the right to charge a reasonable fee for out of hours work.
- 4.4. Unless otherwise agreed in writing, interest shall begin accruing 30 days from date of invoice until receipt of cleared funds. Buyers shall pay interest from day to day at a rate of 4% above Lloyds TSB Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 4.5. Buyer acknowledges that Buyer shall pay Seller's reasonable costs of collection for actual and necessary collection expenses incurred by Seller in seeking payment from Buyer.

5. Delivery and Collection of Goods

- 5.1. There is a minimum delivery charge of £20. Where delivery of Goods shall be made to an address specified by Buyer, Buyer shall upon receiving reasonable notice from Seller, make all arrangements necessary to take delivery. The Seller will endeavour to deliver Goods to Non-consumer Buyers as agreed but does not accept liability for any inconvenience or loss, specifically including any loss of wages or wasted expenditure. With regard to Consumer Buyers, Seller does not accept liability for for inconvenience or losses arising from reasonable delay.
- 5.2. Buyer shall notify Seller within seven days from collection or delivery of Goods of any visible defect. Where Buyer notifies Seller of such a defect, Seller shall provide separately-invoiced replacement Goods without accepting any liability or fault in the Goods pending receipt and inspection of the originally provided Goods. Should inspection prove a fault existed, the invoice for the originally provided goods will be voided. With regard to Goods which have been attached to any fixture within the seven days, Seller shall not be liable for the cost of removing or reinstalling the Goods except where Seller was the installer.
- 5.3. Risk in Goods shall pass to Buyer upon delivery or collection. Notwithstanding this, ownership shall not pass to the Buyer until the Seller has received in cash or cleared funds. Until such time as ownership in the Goods passes from the Seller, the Buyer agrees to hold Goods on a fiduciary basis as bailee for the Seller and, upon request, deliver up the Goods to the Seller and if a Non-consumer Buyer fails to do so, the Seller may enter upon any premises owned or occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.
- 5.4. Upon Non-consumer Buyer's failure to collect or accept delivery of Seller's Goods within 14 days of confirmed collection or delivery date, Seller shall be entitled to invoice Buyer and shall hold the Goods on Buyer's behalf until collection (within a reasonable time).

6. Warranty

- 6.1. Seller's warranty is available in advance of all purchases and shall be provided on request. All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise, are excluded to the fullest extent permitted by law save, with regard to Consumers, their rights under the Sale of Goods Act 1979 (as amended by the Sale & Supply of Goods Act 1994 and the Sale and Supply of Goods to Consumers Regulations 2002).

7. Limitation of Liability

- 7.1. Subject to the warranties expressed in clause 6.1, applicable implied warranties under the Sales of Goods Act 1979, the Supply of Goods & Services Act 1982, and with regard to Consumers, liability for death or personal injury by reason of Seller's negligence, in no circumstances shall Seller be liable for damages which are not the fault of Seller (specifically including installation damages caused by Buyer or his agents) or are caused by circumstances beyond the control of Seller, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for (i) any loss of profit (whether or not arising in the ordinary course of business), business, contracts revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever. The Seller will not be liable for any damages if the Buyer fails to allow Seller to carry out remedial work or take any reasonable measures within six months of the date of inspection of the fault. In the event of any breach of these Conditions by the Seller, the remedies of the Non-consumer Buyer shall be limited to damages which shall in no circumstances exceed 150% of the price of the Goods.

8. **Distance Selling Regulations:** Save where goods are made to a Buyer's specification, where a Consumer has not met with Seller face to face prior to contracting to purchase goods or services from the Seller, the Consumer has the right to cancel, without any charge, a purchase of goods, within a period which starts when the contract is concluded and ends 7 working days after the day the goods are received. In the case of services, the Consumer has 7 working days after the order is made within which to cancel. However, unless the Consumer instructs Seller straight away to wait for the seven day period to elapse before Seller starts performing Services for Consumer, this will not apply, and Consumer will be taken to consent to Seller starting to work for Consumer immediately. Any cancellation must be notified to Seller in writing by letter, fax or e-mail. The Consumer must take care of the Goods whilst in their possession, and either return them or make them available for collection by the Seller.

9. **Doorstep Selling Regulations:** Where a Consumer signs these terms further to Seller's unsolicited visit, the Consumer has the right to cancel, without any charge, a purchase of goods or services worth more than £35 within 7 working days following the making of the contract. If Goods are installed during the seven day period, the Consumer may cancel the contract, but shall pay in accordance with the cancelled contract for the supply of the goods and for the provision of any services in connection with the supply of the goods before the cancellation. Any cancellation must be notified to Seller in writing by letter, fax or e-mail. The Consumer must take care of the Goods whilst in their possession, and either return them or make them available for collection by the Seller.

10. **Credit Search:** Buyer hereby authorizes Seller to carry out a credit search against Buyer wherever Goods or Service shall be received by Buyer at a time before Seller shall receive cleared funds. The information that the Buyer provides may be disclosed to a licensed credit reference agency which will retain a record of the search, and the Buyer authorises the Seller to make such disclosures.

11. **Data Protection:** By submitting an Order the Buyer provides Seller with certain personal information or data. It is the responsibility of the Buyer to keep the personal data provided to the Seller up to date. The Seller will comply with all applicable data protection legislation.

12. **Miscellaneous:** If any part of these terms is found to be unenforceable, this shall not affect the validity of the remaining terms. These terms is subject to the law of England and Wales.