



GENERAL TERMS AND CONDITIONS OF SALE FOR GEORGE BENCE & SONS (CHELTENHAM) LIMITED. (and its trading division Obsidian Kitchen & Bathrooms)

1. (a) These conditions apply to and govern all contracts between George Bence & Sons (Cheltenham) Limited (and its trading division Obsidian Kitchens & Bathrooms) (hereinafter called The Seller') and the purchaser of the goods mentioned on the reverse hereof (hereinafter called 'The Buyer'). An order will be deemed to have been accepted if the goods ordered are despatched but despatch of part of the goods ordered will not constitute acceptance in respect of all goods ordered.
(b) Unless previously withdrawn or otherwise stated on the quotation, The Seller's quotation is valid for a period of thirty days only after its creation date.
2. (a) In respect of any delivery date, time is not the essence of the contract.
(b) In the event of The Buyer's failure for whatsoever reason to accept delivery in accordance with the contract, the balance of goods remaining undelivered shall be invoiced, payment for such balance becoming due immediately. Storage costs and any other additional costs incurred shall be charged to The Buyer, the goods being held at The Buyer's risk.
3. The Seller will make good by repair, or at its option replacement, any goods proved to be defective by reason of faulty design, materials or workmanship provided that any claim by The Buyer under this Condition shall be notified in writing to The Seller within 30 days of delivery and within seven days of such notification. The Buyer shall at its own expense return such goods as are alleged by it to be defective to The Seller's premises. The Seller shall within 14 days of receipt of the goods investigate the claim and shall (at its sole option) either:
(a) Repair or replace such goods as are found by it to be defective; or
(b) Substitute other goods as nearly identical to the defective goods as circumstances permit. Such repair, replacement, or substitution as is mentioned in (a) or (b) above shall be made free of charge, and all expenses incurred by The Buyer in returning to The Seller's premises such goods as are found by The Seller to be defective hereunder shall be refunded by The Seller to The Buyer.
4. Save as is herein otherwise expressly provided, The Seller shall not be liable for any contingent or consequential loss or loss of profits, however such loss may arise or be caused (except where the claim is in respect of death or personal injury, or arises out of the wilful default of The Seller, its servants or agents).
5. In any event The Seller shall not be liable for any loss, damage or delay whatsoever arising from any cause whatsoever outside the control of The Seller, including but without prejudice to the generality of the foregoing: fire, storm, tempest, lightning, frost, inclement, weather, strike, lockout, war, hostilities, rebellion and civil unrest.
6. These conditions shall apply in like manner to any goods supplied by The Seller by virtue of Condition 3 hereof.
7. The Seller shall not be liable for any shortages, unless they are notified in writing to The Seller within seven days of delivery.
8. Delivery to any site or customer's address is limited to as near a location as a safe hard road permits. The Buyer or its agents shall provide without charge to the Seller the labour required for unloading.
9. The Seller reserves the right to alter any prices or specifications at any time without notice and all goods are sold subject to the prices ruling at the time of delivery.
10. (a) The risk In the goods shall pass to The Buyer on delivery to the carrier or to The Buyer if there is no carrier.
(b) The property in the goods shall pass to The Buyer upon payment and until full payment has been received by The Seller for:
(i) The goods the subject of this contract and:
(ii) All other goods sold and delivered under any other contract between The Seller and The Buyer. The Buyer shall have no right to sell or dispose of the goods and if it does so, it shall hold the proceeds of sale and any rights to recover the price on trust for the benefit of The Seller.
(c) Where The Buyer has failed to pay the purchase price when due, The Seller reserves the right to repossess any goods sold to The Buyer which remain The Seller's property hereunder and thereafter to re-sell the same. For this purpose, The Buyer hereby grants an irrevocable right to The Seller through its servants and agents to enter upon all or any premises on which such goods may be situated. This right shall continue notwithstanding termination of the contract for any reason whatsoever.

11. Any time or other indulgence, forbearance or concession by The Seller to The Buyer shall not in any way whatsoever waive or prejudice The Seller's strict rights under the contract.
12. All Non Stocked items or SN codes are non refundable unless faulty.
13. Unless otherwise expressly agreed in writing, where the Contract provides for goods to be delivered by instalments which are to be separately paid for, such contract may if The Seller shall so elect be considered as one contract and not several and if The Buyer fails to make payment for any instalment on the due date for payment in respect of that instalment, The Seller shall have the option to notify The Buyer that The Seller treats such failure to pay as a repudiation of the contract in its entirety, without prejudice to any other claim or right The Seller may have for compensation or otherwise.
14. If the cost to The Seller of performing its obligations under the contract shall be increased by reason of the making or amendment (after the date of The Seller's quotation) of any law or any order or regulation or bye-law having the force of law (including, but not by the way of limitation, any duty or tax on the import, export, purchase, sale or appropriation of processing of any materials or equipment comprised in the contract), the amount of such increase shall be added to the contract price.
15. Any designs, dimensions, weights and illustrations, or other information shown in catalogues, printed material and the like are approximations for the guidance of The Buyer only; they shall not become a term of or representation in any subsequent contract between The Seller and The Buyer.
16. Should goods be refused by The Buyer at the time of delivery, without written notification of cancellation having been received by the Seller prior to the day of despatch, The Buyer shall be liable for the full price delivery charge and the charge for the return of the goods to The Seller's premises. The Buyer's account with The Seller shall be debited accordingly.
17. The invalidity or unenforceability for any reason of any part of these Conditions shall not prejudice or affect the validity or enforceability of the remainder.
18. Subject to condition 12 above, interest at the rate of 11/2% per calendar month shall be chargeable on any sum or sums from time to time outstanding under any contract to which these conditions apply.
19. Except in the case of death or personal injury, The Seller's total liability to The Buyer under any contract to which these Conditions apply shall not in any circumstances exceed the invoice value of the goods supplied to The Buyer pursuant to that contract.
20. (a) These conditions and any contract to which they apply shall be governed by English Law.
(b) All claims by The Buyer against The Seller arising out of or in connection with these conditions and any Contract to which they apply shall be subject to the exclusive jurisdiction of the English Courts.
(c) The Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts in respect of any claim by The Seller against The Buyer.