

## **TERMS & CONDITIONS OF SALE**

### **GENERAL**

All sales by J.S. Seating (hereinafter called the Company) will be governed by these conditions of sale to the exclusion of any other terms and conditions from customers, unless expressly agreed and signed by the Company in writing.

### **ORDER OF ACCEPTANCE**

No order shall be binding until confirmed in writing by the Company.

### **PRICES**

The Company reserve the right to vary prices without prior notice. Prices rule at the date of despatch.

### **SPECIFICATION**

The Company reserve the right to alter product specification and to withdraw products without prior notice. Every effort is made to match finishes and colour on materials. The Company cannot guarantee variations will not occur.

### **DELIVERY**

No liability will be accepted for any damages in transit unless the Company is notified in writing within three days of receipt of goods.

The Company will not accept liability if there is a signed delivery note confirming receipt in good condition.

The Company will not accept liability if there is a signed delivery note confirming receipt with "goods unexamined".

Claims for non delivery of goods must be made in writing within seven days from invoice date.

### **QUOTATIONS**

Quotations remain valid for acceptance for 28 days from date of issue unless otherwise stated.

Thereafter quoted prices may be subject to variation without notice.

### **TITLE**

The ownership Title and or property in or to the goods delivered by the Company to the purchaser shall only pass to the purchaser after he has discharged in full all and any sums due, or to become due, from time to time from the purchaser to the Company before and without taking into account, any or all claims set offs or counterclaims which the purchaser may allege to have against the Company.

### **PAYMENT**

All open and approved accounts are due for payment on or by the 20<sup>th</sup> of the Month following date of invoice. Unless otherwise agreed in writing with the Company.

Interest may be charged at the Company's discretion at 8% over bank base rate on any accounts not settled within the agreed period.

On other than approved accounts will be supplied on Proforma. Orders will not be processed until a cheque has been received and cleared.

### **CANCELLATION**

Cancellations cannot be accepted without prior consent of the Company. In the event of cancellation we reserve the right to apply charges to reclaim any costs directly or indirectly incurred.

### **RETURNS**

Goods ordered cannot be returned without prior consent of the Company. In the event of a return the Company reserve the right to levy a handling charge to cover costs involved in collection and re-stocking.

### **VALUE ADDED TAX**

Prices quoted are exclusive of VAT which will be charged at the rate ruling at the date of invoice.

### **CARRIAGE CHARGES**

Carriage charges will be levied from time to time on goods delivered to destinations outside the Company's normal delivery routes.

Carriage charges will be levied by the Company for deliveries and placements of furniture to third party address on the customers behalf unless otherwise agreed in writing.

### **ABORTIVE DELIVERY**

Deliveries which cannot be made due to circumstances and or conditions outside the Company's control will incur a charge by the Company to the customer.