

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these conditions of sale except where the context otherwise requires:

“Supplier” means Economy German Kitchens Ltd, trading as Studio Designs and BathroomsKitchensDirect

“Customer” means any person who contracts with the Supplier for the supply of goods or services by the Supplier. Where one person contracts for the supply of goods or services by the Supplier on behalf of, or as agent for another, the term shall be deemed to include both of those parties.

“Goods” and “Services” shall mean any goods or services supplied by the Supplier including any material supplied with such goods or services as packaging.

“Order Form” means the order form signed by or on behalf of both the Supplier and the Customer

“Price” means the gross total price for the Goods and Services as shown on the Order Form

“working day” means any day from Monday to Friday excluding Bank Holidays

2. PRICE

The Price of Goods and Services shall be that stated by the Supplier on the day of order and as shown on the Order Form.

3. ORDER and DEPOSIT

- a) Any proposal attached to these Terms and Conditions shall remain valid for a period of 90 days.
- b) By signing the Order Form the Customer shall be deemed to have accepted such proposal incorporating these Terms and Conditions
- c) No contract shall come into existence until the Supplier has acknowledged the Customer’s order by counter-signing the Order Form
- d) The contract for Goods and Services (“the Order”) shall be deemed to incorporate these Terms and Conditions to the exclusion of any terms and conditions stipulated or referred to by the Customer and no variation or amendment of these Terms and Conditions or the contract shall be valid unless confirmed in writing by both the Supplier and the Customer.
- e) The Customer must pay a deposit of 25% of the Price at the time the contract is entered into and until such deposit is received by the Supplier the Supplier is under no obligation to take any steps to fulfil the contract.
- f) The Customer may cancel the Order by notifying the Supplier in writing within 7 days thereof and any deposit paid will be refunded in full.
- g) As all the Suppliers kitchens are made to order the Customer may not cancel or amend the order after the said 7 days described in clause 3f

4. AVAILABILITY

- a) The Supplier shall be under no liability for failing to supply any goods ordered if supplies of such goods are not available to the Supplier.
- b) The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials and the Seller shall be entitled to a reasonable extension of its obligations.

5. FAULTY or MISSING GOODS

Where the Goods supplied are faulty or do not comply with any part of the contract, the Customer must notify the Supplier within 3 working days of delivery and the Customer shall then be entitled at the Supplier’s discretion to replacement Goods or a refund of the value of the faulty goods.

6. DEFERRED DELIVERY

The Customer may, at the time of placing the Order specify a delayed delivery up to three months after the date of the Order. In the event of the Customer failing to accept delivery of the Goods by the later of:

- the specified delivery date or
- 2 weeks after the Supplier notifies that the Goods are ready for delivery

then, without prejudice to any other rights of the Supplier, the Customer shall pay in full for the goods and in addition for storage of the Goods at the rate of £50 per week.

7. MEASUREMENTS and SPECIFICATIONS

- a) Goods are warranted to accord with the specification agreed with the Customer in writing, or if no such specifications are agreed, to be within the normal limit of industrial quality, and all specifications, weights and measurements are subject to small variations and normal manufacturing tolerances.
- b) Exact conformity of Goods with samples previously submitted is not guaranteed. Coloured materials are subject to colour variations.
- c) Subject to the provisions of clause 7a and notwithstanding any statement to the contrary, no warranty is given by the Supplier that the Goods are fit for any purpose other than that for which such goods are usually sold. The Customer shall be deemed to have independently satisfied him/her self that the Goods are suitable for his/her own particular purpose whether or not such goods are usually sold for that purpose.
- d) The Supplier reserves the right to make any changes in the specification of the Goods, which are required to conform with any applicable safety or other statutory or EC requirements or, where the Goods are to be supplied to the Customer’s specification, which do not materially affect their quality or performance.
- e) The Supplier shall not be liable for consequential loss arising out of any breach of warranty hereunder and in no circumstances shall the liability of the Supplier to the Customer under clause 7 exceed the Price.

8. CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- co-operate with the Supplier;
- provide the Supplier with any information reasonably required by the Supplier;
- obtain all necessary permissions, licenses and consents which may be required before the commencement of the Services, the cost of which shall be the sole responsibility of the Customer; and
- comply with such other requirements as may be set out in the Order or otherwise agreed between the parties.

9. SUPPLIER'S OBLIGATIONS

- a) The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
- b) The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- c) The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- d) In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery.

10. PASSING OF RISK AND PROPERTY

- a) Goods shall remain at the Supplier’s risk until they are delivered to the Customer. after which they shall be at the Customer’s risk.
- b) Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

11. DELIVERY INSTRUCTIONS

- a) The Customer shall indemnify the Supplier against all claims for damages and liability whatsoever arising out of compliance by the supplier with the Customer’s delivery instructions
- b) Delivery dates are given in good faith but are not guaranteed and no liability will be accepted by the Supplier for any consequential loss whatsoever suffered through late or non-delivery.
- c) A fit and able person must be present to accept delivery of the kitchen as assistance may be required with the delivery. Please ensure that the Supplier is advised in advance of likely access problems as the vehicles are large and may be parked for some time.
- d) Delivery is to the ground floor only

12. TERMS OF PAYMENT

- a) The balance of the Price is to be paid in full with cleared funds at least 10 working days prior to delivery
- b) No cash payment exceeding £7,500 can be accepted.

13. GENERAL

- a) Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- b) Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

14. LAW AND JURISDICTION

- a) The exclusions and limitations hereinbefore provided only apply insofar as they are not inconsistent with any legislation in force within the jurisdiction of the English courts.
- b) This contract shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.