

B.W.F. HUMPHRIES LIMITED
TERMS AND CONDITIONS OF SALE & SUPPLY 2016

1 All contracts entered into by us are subject to these terms and conditions and to such variations only as are agreed expressly and in writing by ourselves and shall be subject to and construed in accordance with English Law.

2 We shall not be contractually bound to supply any of the contract goods or materials specified overleaf unless the customer's signed acceptance of this order together with payment of any deposit required are received by us within one calendar month of the quotation date. Thereafter no cancellation of this contract can be accepted and if the customer cancels, we will be entitled to recover all reasonable losses or expenses incurred. Payment of the balance of the contract price will be invoiced on completion of the work and must be made within 14 days of invoice. Thereafter interest at the rate applicable to judgment debts (currently 3% above the Bank rate per annum on a daily basis) will be charged on any outstanding sum until payment is received.

3 All quoted/estimated prices are given on the assumption that two site visits to the customer's premises will be necessary, the first to take measurements and other necessary details and the second to carry out the installation. If any further visits are necessary we reserve the right to make an additional charge at our usual day work rates, details of which will be provided on request.

4 It is the customer's responsibility to provide adequate and unobstructed access to the installation site and to make arrangements at the customer's sole expense for any additional work which may be necessary by other professionals or tradesmen such as plumbers, electricians, carpenters and decorators.

5 Unless otherwise agreed in writing, any delivery or completion date shall only be regarded as an estimate of the date of delivery or completion and no liability will be accepted for any loss occasioned by any delay beyond our control. The customer will be informed if there are any potential delays as soon as we become aware of them.

6 All natural stone materials are sold subject to their inherent naturally formed veins or other geological faults and may be filled or joined by ourselves or others prior to installation. Displays in our workshop and samples are provided as an indication only of colour, shading, veining and texture and exact resemblance cannot be guaranteed.

7 Any alleged defect in the quality or condition of the goods or their failure to correspond with their description must be notified to us as soon as reasonably practical after it becomes apparent. We will then at our expense and as soon as practicable either replace the goods wholly or partly as necessary to remedy the defect as soon as practicable or by agreement with the customer provide appropriate compensation, provided that:

7.1 no liability will be accepted in respect of any alleged defect in the goods arising from any drawing, design, specification, dimension or other manufacturing instructions supplied to us orally or in writing by or on behalf of the customer or from any misuse of the contract goods, willful damage, negligence or abnormal working conditions after installation or from any failure to follow any operating instructions given by ourselves or any supplier of any of the goods which have been notified orally or in writing to the customer.

7.2 no liability will be accepted for any delay on our part in performing or any failure to perform any of our obligations under this order if such delay or failure was due to any cause beyond our reasonable control, including but not limited to strikes, lockouts, trade disputes, import or export regulations or embargoes and any difficulties in obtaining raw materials.

7.3 Nothing in these terms and conditions shall affect the statutory rights, under the Consumer Rights Act (2015) of any customer dealing as a consumer.

8. Warranty/Guarantees are not insurance backed.

9. In the event that payment of the balance of the contract price shall not be made because the customer becomes insolvent or enters into liquidation or receivership the company will seek legal remedy to recover the goods and/or outstanding amounts.