

Aldershaw Handmade Tiles Ltd.

Terms and Conditions of Sale

1. **General** All estimates are made and all orders are accepted subject to the following Terms and Conditions and no additions thereto or variations therein shall be made unless agreed in writing by the parties.
2. **Basis of Quotation.** All quotations are made on the following basis:- a) A valid quotation will only have been given when made in writing on our letter heading and signed by our authorised representative. b) The right is reserved by us to correct stenographic errors or clerical errors in our quotations and/or offers to supply. c) Goods made to a buyers written instructions and/or official drawings containing stenographic clerical or design errors and not amended by the Buyer in writing and acknowledged by us in writing must remain the complete responsibility of the Buyer. d) Where an order is received for a quantity different from that quoted for or where deliveries are required in instalments smaller than those specified in the quotation or which product specification given on the order differ from those stated in the quotation, prices may be subject to amendment. e) Unless otherwise stated estimates are valid for 90 days from the date of issue. f) The prices quoted reflect the costs of materials prevailing at the date of issue, increases in cost occurring within 60 days will be reflected as an additional cost on the invoice. g) All prices shown on quotations exclude the cost of Value Added Tax unless specifically stated on the quotation.
3. **Acceptance of Orders** No binding contract shall be deemed to have been effected by the acceptance on the part of the Buyer of a quotation or offer made by the seller, until such contract shall have been confirmed in writing by our Order Acknowledgement when these Terms and Conditions will apply. In the event of an Order being placed by the Buyer with us the Buyer shall be deemed to have accepted the Conditions of Sale unless notice in writing to the contrary is received by us with 7 days from the date of our order acknowledgement.
4. **Specifications** a) If manufacturing tolerances, materials, or type of finish are not clearly defined in a specification of drawing by the Buyer, We reserve the right to manufacture to our commercially accepted tolerances or finish or from our commercially accepted materials for the products concerned. b) Many of our products are hand made and we reserve the right to vary the size of the product which is inevitable due to the hand manufacturing process. c) All liability in respect of frost damage to terracotta products is hereby excluded. All terracotta products are produced within recognised frost resistant tolerances, but by their nature cannot be guaranteed frost proof unless otherwise stated in writing by us or our suppliers.
5. **Catalogues** Catalogues, price lists and other advertising matter are only an indication of the type of goods offered and no prices or other particulars contained therein shall be binding on us. We reserve the right to change designs and to charge prices ruling at the date of despatch unless we have contracted to supply in accordance with our quotation.
6. **Health and Safety at Work etc 1974** Under sections 2 and 6 of the Act the Buyer is expected to ensure that all relevant information relative to the use of our products is made available both to us and the user of the product. Responsibility for observing Health and Safety Executive and other regulations rests entirely with the Buyer. We accept no liability whatsoever for the Buyers failure to conform with such regulations.
7. **Despatches** Any times quoted for despatch are to be treated as estimates only, and we shall not be liable for failure to despatch within such times unless a fixed date has been agreed or should the Buyers suffer loss through late delivery the amount payable in respect thereof shall have been agreed in writing as liquidated damages in which case our liability shall be limited to the amount agreed to be paid. In all cases, whether a time limit has or has not been agreed the time for despatch shall be extended by a reasonable period if delay in despatch is caused by industrial dispute or by any cause whatsoever beyond our reasonable control. The time quoted for despatch shall be calculated from the date on which we despatch our order acknowledgement.
8. **Replacement of product.** in the event of product requiring to be replaced due to faulty manufacture, Aldershaw Handmade Tiles Ltd's responsibility is limited to the resupply of the defective product with a suitable replacement item. No further claims for consequential losses will be considered.
9. **Loss or Damage in Transit** Unless otherwise quoted in our Tender the price quoted includes delivery by any method at our option whether delivery by rail, road, post or by our own transport and it is the Buyers responsibility to provide such assistance including lifting tackle as may be required in unloading the goods at the place of delivery. Provided that we are given written notification of damage or non delivery within such a time as will enable us to comply with a Carriers conditions of carriage as affecting loss or damage we will replace the goods.
10. **Property and Risk** Property in the goods shall pass to the Buyer only when the full amount due has been paid to us. Risk shall pass to the Buyer, however, as soon as the Buyer has paid the full amount or when the Buyer takes or is deemed to have taken delivery of the goods. A delivery note signed by the Buyer's representative shall be deemed to be a completion of the contract.
11. **Rejection** Unless otherwise agreed, goods rejected by the Buyer as not complying with the Contract must be so rejected within 7 days of receipt of delivery by the Buyer. Refunds on rejected products regardless of reason will be credited for the value of the products returned less up to 20% handling charge only and no liability is accepted for additional costs incurred by the Buyer.
12. **Payment** a) Unless otherwise agreed, payment in full is due by proforma. b) Payment will not be deemed to have been made or received until the cash has been handed to us or a draft or cheque has been cleared by our Bank and recorded and credited to our Bank account in the full amount in which the draft or cheque is drawn. c) Where payment is delayed beyond the agreed date for any reason, we reserve the right to charge interest at 8% above base rate per calendar month or part of on all sums not paid.
13. **Cancellation** Any order received and accepted by us shall not be subject to cancellation by the Buyer either wholly or partially without our written consent, and if such consent is given we reserve the right to apply a cancellation charge.
14. **Returned Goods** Goods returned by the Buyer to us at the buyer's expense with our agreement may be subject to a re-handling charge of up to 20% at our discretion.
15. **Environmental charge** A charge will be made for packaging (Currently £5 per pallet as at July 2005). This charge is refundable for each complete and undamaged pallet returned to us.
16. **Subcontracting** We reserve the right to subcontract the fulfilment of any order or part of an order or finish to an order.
17. **Legal Construction** Unless otherwise agreed in writing the Contract shall in all respects be construed and operates as an English Contract and in Conformity with English Law.

I/We agree to be bound by the above terms and conditions of sale

Signed on behalf of

Please print name.....