

## TERMS & CONDITIONS

- I. In these Conditions of Sale "The Company" means European Bathrooms Limited and "The Customer" means the Person, Firm or Company purchasing the goods from The Company under these conditions of sale.
2. The Company reserves the right to vary the contract price: whether in respect of sale and/or installation at any time to take account of: -
  - a) Any alterations made in the specification upon which the contract is based.
  - b) Any additional work which is required by any aspect of the state or condition of The Customers premises, unless The Company was aware of such aspect when its quotation was given.
  - c) Any extra cost borne by The Company as a result of Government Legislation.
  - d) Any price increases made by the manufacturer only, between date of order and delivery of goods.
3. The Company cannot accept responsibility for any delay in installation or delivery dates due to fires, strikes, lockouts, shortage of materials, or any other causes beyond The Company's control. The Company will do its best to meet installation dates, but will only accept this Contract on the strict understanding that no guarantee whatsoever can be given regarding the delivery dates.
4. The title in goods supplied by The Company shall not pass to The Customer but shall be retained by the company until the full amount payable in respect thereof has been paid, such retention of title shall be no ground for the Customer to fail to complete the purchase. At any time after default by The Customer in paying for the goods supplied, on a demand by The Company any goods for which The Company has not received payment in full shall be returned to The Company. The Customer hereby gives a license to The Company and/or its suppliers to enter on any premises of The Customer for the purpose of removing any such goods in any such event.
5. The balance of the contract price must be paid on installation of the work, and the "Fitter" is authorised to accept cash, cheques or Home Improvement Loan Documents, in favour of The Company. If the fitter is unable to complete the contract on any single visit, a proportionate amount will be immediately due in relation to the work actually carried out, the balance being due on completion. If the balance of the contract price, or a proportionate amount is not paid to the fitter, The Company reserve the right to charge interest on the amount due at 4% over the bank of England base lending rate.
6. Reasonable access at reasonable times will be provided by The Customer to enable The Company to take further measurements and subsequently for the installation to be carried out by The Company where applicable.
7. The Company guarantees to repair, free of charge, any defective unit installed by it for a period of one year from the date of completion of contract.
8. No representation or warranty and no variation of this contract shall have effect unless in Writing and signed by a director or Surveyor of The Company.
9. In the event of cancellation of The Contract being requested by The Customer and The Company accepting the same the following charges will be made:
  - 1) Administration charges, £25.00.
  - 2) Survey Fee £50.00.
  - 3) If manufacture of the goods specifically ordered has started a charge of 50% of the Contract value will be made
  - 4) If manufacture of materials specifically ordered for installation is completed The Company will charge 85% of the contract price.
  - 5) If goods ordered are those that are readily available a handling return charge of 20% of the contract price will be made
10. V.A.T will be calculated on The Contract at the rate in force at the time of order. In the event of a change in the rate of V.A.T whether it is up or down, The company will be required by H.M. Customs & Excise (VAT DEPT) to amend the rate to that which rules on the date of installation/delivery.
11. "This contract shall be conditional upon receipt by the company of a satisfactory technical surveyors report prior to the commencement of work. In the event that no such satisfactory report is obtained the company shall have the right to declare this contract null & void"