

TERMS AND CONDITIONS

1. GENERAL

All tenders and quotations are submitted and all orders accepted solely upon and subject to the following terms and conditions to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by the Company in writing. Acceptance of delivery shall be conclusive evidence of acceptance of these terms and conditions.

2. QUOTATIONS

Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of despatch unless otherwise agreed.

3. DELIVERY PROMISE

These are given in good faith and will be adhered to, as far as possible, but no liability will be accepted for subsequent unforeseen delays. Goods offered ex-stock are subject to their being unsold on receipt of confirmation.

4. CANCELLATION AND VARIATIONS

- (1) Cancellation of any order cannot be accepted, or goods returned for credit, unless previously agreed in writing by the Company.
- (2) No variation of any order shall be binding upon the Company unless the same shall be agreed in writing.
- (3) Stock items returned by agreement with the Company shall be subject to a re-stocking charge.

5. LOSS OR DAMAGE IN TRANSIT

Where goods are sent carriage paid the Company will replace free of charge goods damaged or lost in transit provided that written notification is given to the Company within three days of delivery or in the case of total non-delivery notice is given to the carriers and the Company within seven days of the date of notice of despatch.

6. INSPECTION

The customer shall inspect the goods immediately on arrival thereof and shall note shortages or damage on the delivery note and give written notice to the delivery, with full details of the claim, within seven days from such arrival.

If the customer should fail to give such notice within the said period the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for them accordingly.

7. RETENTION OF TITLE

- (1) Risk in the goods shall pass to the customer immediately on delivery to the customer or into custody on the customer's behalf whichever is the sooner.
- (2) Notwithstanding delivery, the goods shall remain the property of the Company (which reserves the right to dispose of this contract) until the Company has received payment of the full price of (a) all goods the subject and (b) all other goods supplied by the Company to the customer under any other contract whatsoever.
- (3) The customer shall nevertheless be entitled to deal with the goods in the ordinary course of business provided that:
 - (a) The customer shall not purport to dispose of property in the goods until delivery to its own customer.
 - (b) The customer shall first dispose of the goods that it has paid for and any payments received by the Company from the customer shall first be appropriated to goods disposed of by the customer.

(c) If the goods are altered or any goods become attached to the goods or if any part of the goods is replaced, such other goods or replacement parts shall accede to and from part of the goods and such attachment or replacement shall not affect the Company's property in the goods.

- (4) Until property in the goods passes to the customer the customer shall hold the goods as bailee for the Company and shall store the goods in such a way that they are readily identifiable as the property of the Company.
- (5) If payment of the price or any part of it under this or any other contract is overdue or if the customer is in breach of any contractual term of this or any other contract with the Company or if a Receiver is appointed over all or any part of the undertaking of the customer or commences to be wound up or becomes bankrupt, then (without notice):
 - (a) All sums payable by the customer to the Company under this or any other contract shall become immediately due and payable.
 - (b) The customer shall cease to be entitled to sell, use in manufacture or otherwise deal with the goods.
 - (c) The Company shall be entitled to recover and resell the goods (without prejudice to its right to damages) and for that purpose the customer hereby irrevocably grants the Company its servants or agents a licence to enter upon the customer's premises for the purpose of removing the goods.
 - (d) The Company shall be entitled to stop all further deliveries of goods to the customer under this or any other contract.
- (6) If any of the foregoing provisions shall be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions.

8. PAYMENT

Strictly Nett – Payment within one month following month of invoice.

9. SPECIFICATION

In accordance with our policy of constant improvement we reserve the right to modify or amend without notice the specification of any of our products.

10. LIABILITY

- (1) The Company's liability whether in respect of one claim or in aggregate arising out of any contract shall not exceed the purchase price payable under the contract.
- (2) Except as specifically provided in these Conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by the Company.

11. FORCE MAJEURE

The Company shall be under no liability for any delay, loss or damage caused wholly or in part by Act of God, Governmental restriction condition or control or by any reason of any act done or not done pursuant to a trade dispute whether such dispute involves the Company's employees or not or by reason of any other act matter or thing beyond reasonable control of the Company.

12. LAW APPLICABLE

All contracts are deemed to be entered into in England and shall be governed and construed in accordance with English Law.

The Brass Decorative Grille Company Ltd. reserves the right to alter designs and specifications without prior notice.

Regency Grilles

Georgian Grilles

Elliptical Grilles

Interwoven Grilles

Perforated Grilles

Woven Wire Mesh

Expanded Mesh

MDF Grilles

Frames

THE BRASS DECORATIVE GRILLE CO LTD

MANUFACTURERS OF BRASS DECORATIVE RADIATOR GRILLES

Unit C2, Phoenix Industrial Estate, Rosslyn Crescent, Harrow, Middlesex HA1 2SP

T: +44 (0)20 8863 8558 F: +44 (0)20 8863 5330 E: sales@brassgrille.co.uk W: www.brassgrille.co.uk