

# **The Douglas Watson Studio Ltd - Conditions of Supply**

## **1. In these conditions:**

1.1 'Buyer' means such person as shall accept in writing the Seller's quotation.

1.2. 'Goods' means the goods (including any instalment of the goods or part of them) which the seller is to supply in accordance with the stated conditions including instalment costs not associated with supply of the goods by the Seller.

1.3 'Seller' means The Douglas Watson Studio.

## **2. Sales**

2.1 The Seller shall sell and the Buyer may purchase the Goods in accordance with any written quotation of the Seller, which is accepted by the Buyer, or any written order of the Buyer, which is accepted by the Seller subject in either case to the conditions, which shall govern the contract.

2.2 No variation to these conditions shall be binding unless agreed in writing between authorised representatives of the Buyer and the Seller.

2.3 Any representations concerning the Goods made by the Sellers employees or agents of the Seller are not authorised unless confirmed by the Seller in writing.

2.4 Any advice or recommendation for the installation for the supplied Goods or any advice concerning the maintenance of the Goods or any advice given as to the storage of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any associated installation work by individuals or firms of installers of the supplied Goods is arranged between the installer and the Buyer and any work carried out is under the terms and conditions of that installer or firms of installers, which are so employed.

2.6 Any topographical, clerical or other error or omissions in any sales literature, quotation, price list. Acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## **3. Orders and specifications**

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representatives.

3.2 The quantity, quality and description of any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the buyer) or the buyer's order (if accepted by the Seller).

## **4. Price of the Goods**

4.1 The price of the Goods shall be the Sellers quoted price or if there has been no price quoted (or a quoted price is no longer valid) then the price is that which is the published price list of the Seller current at the date of acceptance of the order. All prices quoted are valid for 28 days only.

4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as limitation any foreign exchange fluctuation) Any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any applicable Value Added Tax which the buyer to give the Seller adequate information and instructions.

4.3 The price is exclusive of V.A.T, which the Buyer shall be additionally liable to pay the Seller.

### **5. Terms of Payment**

5.1 Subject to any terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods at the time the Buyer accepts the Sellers quotation and 50% of the purchase price will be payable at that stage with the balance becoming due prior to delivery. If the initial 50% payment is not made the order cannot be guaranteed.

5.2 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries to the Buyer.

5.3 If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

5.3a Cancel the contract and all further deliveries are ceased to the Buyer.

5.3b Appropriate any payment made by the Buyer to such of the Goods.

5.3c Charge the Buyer interest on the amount unpaid at the rate of 12% A.P.R. until the debt has been cleared.

### **6. Delivery**

6.1 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time slated for delivery (otherwise than by reason unforeseen circumstances, beyond the control of the Buyer) then without prejudice to any other right or remedy available to the Seller the Seller may:

6.1 a Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of the storage; or

6. 1b To sell the Goods at the best price readily obtainable and account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price under the contract.

6.1c Charge the Buyer the costs incurred in any abortive delivery plus value added tax whereupon the amount so charged shall become immediately payable by the Buyer to the Seller and until so paid shall bare interest at the rate of 12% per annum.

6. 1d any delivery date or period quoted by the seller is merely for guidance only and is not to be construed as a firm delivery date or period.

### **7. Risks and Property**

7.1 Risk of damage or loss of Goods shall pass to the Buyer in the case of the Buyer wrongly failing to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods.

7.2 Title of the Goods

The title of the Goods will pass from the Seller to the Buyer when the full amount has been paid including the value added tax.

### **8. Warranties and liability**

8.1 The Seller shall not be liable for any shortage or for any failure or the Goods to comply with the Buyers specification or for any defect in the condition of the Goods unless written claim is given to the Seller within three days of receipt of the Goods. Return of the Goods will only be accepted if the Seller is able to examine the Goods.

8.2 The Sellers liability for shortage failure or defect in the Goods supplied shall be limited to the cost of making good any such shortage failure or defect and the Seller shall not in any event

be liable for damage or loss sustained or liability incurred by the Buyer as a direct or indirect consequence of such shortage, failure or defect.

**9. Force Majeure**

The seller shall not be held in any way responsible for any failure to fulfill its obligations under this agreement if such failure has been caused (directly or indirectly) by circumstances beyond the control of the seller. This shall include accidents or equipment failure, war, riots, industrial action, or acts of terrorism.

**10. General**

10.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.2 The contract shall be governed by the laws of England.