

General Terms & Conditions of Sale

1 The Contract

- 1.1 In these Terms and Conditions, the contract means your order for goods as accepted by us, or our quotation as accepted by you, in writing. If the goods are to be delivered by instalments, each instalment will constitute a separate contract.
- 1.2 Each quotation of ours will lapse after 30 days from its date, or such later date as we may agree in writing.
- 1.3 Once accepted by us, neither your order nor the contract can be cancelled, postponed or altered in any way, without our written consent. Unless otherwise agreed by us in writing, we do not trade on a sale or return basis.
- 1.4 Unless otherwise agreed by us in writing, these Terms and Conditions will apply to our quotation, your order and the contract to the exclusion of any customary trade terms or terms or conditions of yours, and supersede any previous terms of trade between us.
- 1.5 No person acting or purporting to act on our behalf has any authority orally to add to or vary any of the terms of the contract or to waive any of our rights under it, and no such addition, variation or waiver shall have any effect unless agreed by us in writing. No waiver by us of any of our rights under the contract will be considered to constitute a general waiver of those or any other such rights.
- 1.6 The contract will be with you the sole trader, partnership or limited company as detailed in your last accepted credit account application form. Any changes in that status must be notified to us in writing immediately, and we reserve the right to discontinue dealings with you until you have completed and we have accepted a fresh such form. Until that has been done, you will remain liable, jointly and severally with the trading entity evidenced by the change, to pay us for goods supplied as if that change had not taken place. You may not assign or otherwise transfer the contract without our prior written consent, and no-one other than you and your permitted assignees or transferees may exercise any of your rights under the contract.
- 1.7 Our quotation, your order and the contract will be governed by the laws of England, and the English and Welsh Courts will have exclusive jurisdiction.

2 The Goods

- 2.1 All drawings, descriptive matter, price lists, catalogues, brochures, websites, and other promotional material of ours are approximate only and intended merely to give a general idea of the goods, and will not form part of the contract. Since we continuously try to improve the quality of our goods, they will also be subject to changes in design, materials, components and finishes. You will accept the goods subject to such variations in size, colour and finish as are within normally accepted manufacturing tolerances.
- 2.2 Whilst the goods will comply with all applicable standards and other regulatory requirements in the United Kingdom, we will not be responsible for ensuring that they comply with any such requirements elsewhere.
- 2.3 You acknowledge that all intellectual property rights, including but not limited to unregistered design right, copyright, registered designs and patents in the United Kingdom, and other similar rights elsewhere, in all the goods that are proprietary to us and their drawings, designs and specifications, will belong to us absolutely, and you will at our expense take such steps as we may reasonably request to establish, prosecute and defend those rights.

3 Delivery and Risk

- 3.1 The goods will be delivered to such delivery address in the United Kingdom as you have last given to us when your purchase order is placed, or such other address as we may agree in writing. Where the delivery address is outside the United Kingdom, the goods will be delivered ex works our warehouse, but we will, at your request, make arrangements on your behalf and at your expense for their collection and carriage to such delivery point as you may designate.
- 3.2 Whilst we will use reasonable efforts to do so, we will not be obliged to comply with any delivery procedures of yours. You will have given authority to accept delivery on your behalf to any person who purports to accept delivery of the goods at the delivery address. You will accept delivery at any time during your normal business hours.
- 3.3 Part deliveries are permitted. You will not be entitled to reject a delivery or deliveries of the goods if they are within 10% of all or any of the numbers, sizes, types or finishes ordered.
- 3.4 We will use our reasonable efforts to despatch or deliver the goods within any delivery period designated in the contract or otherwise agreed by us in writing, but time for delivery will not be of the essence, and we will not be liable for any loss, expense or claim whatsoever caused by late delivery. In any event, we reserve the right to cancel all or part of the goods or suspend or delay delivery, without liability to you, if the supply of the goods is prevented or delayed because of any circumstances beyond our reasonable control.
- 3.5 We will not be liable for any shortage in the goods as stated by us in our delivery notes, unless it is notified to us in writing within 3 business days of delivery, or in the case of complete non-delivery, unless it is notified to us in writing within 5 business days of the date of invoice.
- 3.6 We will not be liable for any damage to or deterioration of the goods as delivered, unless it is notified to us in writing within 3 business days of delivery, and you permit us and the carrier concerned or its insurers inspect and/or collect the goods at any time during your normal business hours.
- 3.7 The risk of loss or deterioration of or damage to the goods will be borne by you from delivery.
- 3.8 If you are unable or unwilling to accept delivery of the goods in accordance with these conditions on arrival of our carrier at the delivery address your normal business hours, we may retain the goods and arrange for or provide the storage and insurance of the goods concerned as we think fit at your expense. Where we provide such storage, we will be entitled to charge you at our then current standard rates for storage and handling. The appropriation or despatch of any of the goods for storage in accordance with this condition will be treated as constituting their delivery to you in accordance with the contract for all the purposes of these Terms and Conditions.

4 Prices and Payment

- 4.1 Where we have agreed to supply the goods over a period of more than three months from the date of the contract, and unless otherwise agreed by us in writing, the prices of the goods delivered after the three month period will be adjusted to reflect any increases in our standard prices for those goods as at the date of despatch.
- 4.2 Unless otherwise stated by us in writing, the prices for the goods exclude United Kingdom VAT, which where applicable will be charged extra at the rate on the date of invoice.
- 4.3 Unless otherwise stated by us in writing, where goods whose total price exceeds £60 (excluding VAT) are to be delivered together within mainland United Kingdom, their prices will include carriage. In all other cases, the costs of carriage will be charged extra.
- 4.4 Any queries on our invoices must be made within 10 business days of their respective dates, failing which you will be considered to have accepted them.
- 4.5 Except to the then current level of any credit account you may have with us, payment of the prices for the goods and all related charges must reach us in cleared funds

- 4.6 before the goods are despatched. To the extent that the prices for the goods and all related charges are within that level, they must be paid to us in cleared funds by the end of the month following that of the date of invoice, or as otherwise agreed by us in writing. We may at any time and at our entire discretion, discontinue your credit account or alter its level, by giving you notice in writing.
- 4.7 If you fail to pay any sum to us on the due date, or you make a voluntary arrangement with your creditors, have a receiver appointed, or a petition is presented for your administration, winding-up or bankruptcy, or you enter into liquidation or we have reason to believe that you will be unable to pay your debts to us as they fall due, all sums owed by you will become immediately due and payable, and we will be entitled to require payment prior to further delivery of the goods, or to cancel, suspend or terminate all or any further delivery of the goods, without incurring any liability to you.
- 4.8 All sums due to us will be paid in full and without any discount, deduction or set-off whatsoever.
- 4.9 We may charge you interest on any sums not paid to us by the due date at the rate of 1% per whole or part month, and you will reimburse us for all debt collection and legal costs and expenses incurred by us in attempting to recover such sums. We may treat any sums received from you as being in payment first of any such costs and expenses, then interest accrued, and then all other amounts owed to us in date order, starting with the oldest, regardless of any disputes or your attribution of payment to any particular invoices.
- 4.9.1 The property in the goods will not pass to you until you have paid us for them and all other sums invoiced to you, and until that time you will keep them separate from other goods in such a way as to indicate clearly that they remain our property and in the condition in which they were delivered by us.
- 4.9.2 Until the property in the goods has passed, you will hold them as our fiduciary, and we will be entitled to have access to your premises at all reasonable times to inspect and remove them, but you may use or sell the goods as our agents in the ordinary course of your business, unless and until we terminate your authority to do so by written notice, or you have a petition presented for or enter into liquidation, administration, creditors voluntary arrangement or administrative receivership, on any of which events such authority shall stand revoked.
- 4.9.3 We may bring an action for the price of the goods even though the property in them may not have passed to you.

5 Warranty and Liability

- 5.1.1 We will at our option rectify or replace such of the goods as are shown to our reasonable satisfaction to contain material defects in design, materials or workmanship within the number of years from the date of delivery detailed below. This does not apply if you have not paid us the price for the goods and all related charges in full, or to gold, painted and other special finishes, or to goods that have not been properly installed, used and maintained under normal domestic conditions in accordance with our instructions, or have been altered or repaired or re-installed without our approval.

Taps, mixer showers, heated towel rails bathroom accessories, shower enclosures wastes and complementary products - 5 years

Electric showers, power showers and pumps - 2 years

We offer by registration a 10 year warranty on shower enclosures subject to the terms and conditions on the registration card.

- 5.1.2 Should we so require, we must be given every opportunity to inspect and test the goods concerned, if at all possible in situ as first installed, and we will need to see our applicable batch and delivery note details. If any of the goods concerned prove to our reasonable satisfaction not to be defective, or you give us the wrong batch or delivery note details, we will be entitled to make a reasonable charge for our efforts in establishing whether they fall within our obligations under condition 5.1.1.
- 5.2 Except as required or agreed by us, you will not in any circumstances return any of the goods to us, and where the property in any of the goods returned to us has passed to you, they will nevertheless remain your property and at your risk unless we have agreed otherwise in writing before their return.
- 5.3 Except as stated above, we will not be liable for any direct, consequential or other loss, damage or injury suffered or incurred by you, and you will indemnify us fully against any claims made by third parties, in respect of the goods or otherwise arising from the contract. Our liability will in any event be limited to the price paid for the goods concerned. Nothing contained in the contract will, however, be treated as excluding or restricting any liability on our part for death or personal injury resulting from our negligence.
- 5.4 Except as stated above, and to the fullest extent permitted by law, all conditions, warranties and representations, whether express or implied, statutory or otherwise in relation to the goods (other than such as relate to title to the goods) are excluded.
- 5.5 You acknowledge that our prices for the goods reflect these Terms and Conditions, and accordingly that you accept the above limitations on and exclusions of liability in exchange for those prices.

6 Trade Mark and Data Protection

- 6.1 Our trade mark BRISTAN is registered in the United Kingdom and throughout Europe. You will not use our trade mark, or any of the range or product names or images of our products, in any advertising or promotional material that has not been approved by us in writing beforehand, at our reasonable discretion. You will not use our trade mark, or any of the range or product names or images of our products, directly or indirectly on or in relation to any products of others, or as part of your company name, or any of your trading styles, storefronts or domain names, or anywhere in your website content, or on your delivery vehicles, and will ensure that none of your customers, or others with whom you are connected in the course of business, do so in relation to theirs. You will not use any other trade marks, range or product names or trading styles directly or indirectly on or in relation to our products. So as to maintain the integrity of our trade mark, and range and product names, and in addition to any other remedies, we reserve the right to discontinue, suspend, withhold or cancel the supply of all or any of our products to you at any time without prior notice, should we have reason to believe, at our entire discretion, that you are in breach of this condition.
- 6.2 If you are a sole proprietor or partnership, you agree that we may from time to time seek to check your identity, and your creditworthiness and that of any other individuals found to be recorded at your address, with credit reference agencies and others, and record the information received from them. You understand that your personal information will only be used by us to decide whether to extend credit terms to you, in the credit management of your account, and to disclose to other companies in the Masco Corporation Group for their own trading purposes. We may also disclose your personal information to credit reference agencies and by way of response to requests for trade references from other businesses.
- 6.3 We advise you that telephone calls to us may be recorded for training and monitoring purposes.