

TERMS & CONDITIONS OF SALE

1. Application. These Terms & Condition of Sale issued on 12th October 1999 shall apply to all future sales of goods without exception, and supersede any previous issue.

2. Price variation. Price applicable to the sale of goods by the company to the customer shall be the price ruling at the date of despatch. The company therefore reserves the right to amend prices quoted at the date of the placing of an order by the customer by notifying the customer in writing.

3. Carriage. The Company reserves the right as part of a contract of sale to impose such carriage charges as shall be laid down by Company policy. The Company has sole choice of method of delivery and of carrier or carriers employed.

4. Despatch. Despatch times are quoted without engagement, although every endeavour will be made to adhere to the times quoted. Under no circumstances shall the Company be liable for any loss arising from delay in despatch howsoever caused. Time shall not be of the essence of any contract of sale.

5. Damage and loss in transit.

(I) The Company accepts no liability for any damage to goods in transit unless notified to the company within twenty four hours after delivery.

(ii) In the case of non-delivery the company accepts no liability of any sort unless notified within 48 hours of despatch.

(iii) The company's liability for damage in transit or non-delivery of goods duly notified to it in accordance with the above, shall in any event be limited solely to replacement of the goods within a reasonable time whether non-delivery or damage is due to the company's negligence or otherwise.

(iv) If goods are to be returned for any reason, a delivery note number must be quoted.

(v) In circumstances where goods need to be returned due to customer error, the company retains the right to authorise their collection, or return by the customer. In certain circumstances there will be a 15% restocking and handling charge, as well as any charges imposed by the manufacturer of the goods.

(vi) Goods not in condition for resale will not be accepted for return.

6. Claims. Subject to the provisions of condition 5, all claims for goods alleged to be defective may be required to be returned to the company for inspection. Should the company be satisfied as to the defects then it retains the option to either replace the defective goods within a reasonable time or credit the customer with the contract price. All defective goods so returned shall be the property of the company. Except as provided above, the company shall have no liability whatsoever arising out of any agreement to sell or sale of goods including claims for direct consequential or other loss, damage or expense, whether arising or alleged to arise under any warranty statement, conditional term expressed or implied, statutory or otherwise, or in negligence or alleged negligence on the part of the company or otherwise. In no circumstances shall the company be liable for loss or damage in excess of the contract sale price.

7. Risk and title.

(I) Risk of loss of or damage to the goods shall pass to the customer at the time of delivery.

(ii) The legal and beneficial ownership of the goods shall not pass to the customer until payment in full of all sums due and owing by the customer to the seller in respect of the goods is received.

(iii) It is not commercially viable to individually identify each item sold with a serial or other mark. Therefore until full payment, the customer shall not mix or store the goods with any other goods in his possession and shall take all reasonable steps to ensure that the goods remain readily identifiable as the property of the company. Where the property of the company is not kept separately, and in the case of a retention of title claim against a receiver or liquidator, the company shall not be required to prove that an item of merchandise still evident is directly attributable to a particular unpaid invoice, but merely establish that, by virtue of F.I.F.O stock rotation, any goods in evidence of the type which is unpaid for, may be unreasonably stated to be those goods which are unpaid for, and thus to be said to be the property of the company.

(iv) In the event that the company's goods are sold or provided to a third party by way of trade or otherwise, the company reserves the right to garnish sequester or otherwise hold security over any funds payable by the third party in respect of those goods. The customer shall allow full access to any books and records which shall help establish the identity of such third party, and the means for securing and identifying such payments as relate to the company's goods.

8. Payment. Non account customers are required to pay in full providing cleared funds before despatch. The company may, upon provision of satisfactory bank and trade references grant the customer the facility of a credit account. In this case payment is due and shall be paid at the end of the month after the month of issue of the invoice. Where a settlement discount is shown on the face of the invoice the customer may deduct this from his payment provided that payment in full, less this discount is made within this period. Where payment is not made by the due date, the company reserves the right to charge interest at the rate of 5% per month from the due date to the date of receipt of the monies outstanding. The company reserves the right to look to the customer for full reimbursement of any legal, bank or court fees reasonably incurred in obtaining full payment for goods or in employing another party to obtain such payment.

9. Interpretation. Any agreement between the company and the purchaser shall be subject and governed by the domestic law of England.



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