

EGLO UK Ltd: Conditions of Sale

By ordering from EGLO customers agree to these terms:

1. General

All orders are accepted and executed subject to the following Conditions of Sale. EGLO Group (the company) will not accept any terms and conditions other than those specified nor any addition or variation thereto unless agreed in writing between parties.

2. Prices

All prices shown are exclusive of VAT (at the appropriate rate) and carriage. Whilst every endeavour will be made to invoice goods at the prices quoted and/or acknowledged at the date of the order, the Company reserves the right to invoice at prices ruling at the date of dispatch.

3. Terms

All invoices are to be paid strictly within 30 days from the date of invoice. Accounts overdue for more than seven days without adequate reason will be subject to an interest charge of 5% above Bank of England base rate, per month or part of month. Where a new account is opened a bank reference and two satisfactory trade references are required. Goods remain the property of the Company until payment has been made. The company shall have the right to withhold delivery and the discretion to determine any contract, if the customer defaults in payment. Should EGLO need to resort to collection of debt by an outside agency, costs of £150 will be added to any debt.

4. Despatch

Whilst every endeavour will be made to deliver goods in accordance with customer's requirements, any times quoted for despatch are to be treated as estimates only and the Company shall not be liable for any loss for failure to despatch within such time.

5. Loss or Damage

Unless goods have been checked on receipt they should be signed for 'unexamined'. Claims for shortage or damage in transit cannot be entertained unless notified in writing both to the carrier and the Company within 3 days of receipt of goods, or in the case of non delivery within 10 days of date of advice. No claims can be made for consequential loss. The company shall not be liable for any Penalty, Loss, Damage, or Failure in delivery or performance from any cause at all, nor shall any such failure or delay entitle the purchaser to refuse to accept delivery in full or in part, or performance of the contract. The supplier's responsibility shall be limited to, at the supplier's discretion, either replacing the goods free of charge, or refunding the price of the goods in the form of a credit note to the purchasers account.

6. Cancellation or Returns

The written consent of the Company must be obtained before cancellation of any order is accepted and the Company reserves the right to charge for work done. In no circumstances may goods be returned without the Company's prior written consent. The company is, in principle, not required to take back goods ordered at the request of the purchaser, either fully or in part, without prejudice to item 5 above. If the supplier does however take back goods for any reason and a credit results in favour of the purchaser, this credit shall be off set against any unpaid debts on the customer's account. If there is still a credit in favour of the purchaser after calculation of the mutual claims, the purchaser may claim the credit in the form of goods only: a cash payment will not be made. Credits will only be issued at the suppliers discretion on goods returned as long as the goods and packaging are in a saleable condition. If the goods are returned as a result of damage, to be repaired, then the packaging must be in a marketable condition.

7. Minimum Orders and Carriage

Orders above £200 net are supplied carriage paid. Orders between £50 & £199.99 are subject to a carriage charge of £12.50. Orders below £50 are subject to a carriage charge of £20.00. Requests to add items to a previous order cannot be entertained. These items will be treated as a new order.

8. Export

No goods sold by the Company are to be re-sold or delivered outside the United Kingdom or Ireland without express permission from EGLO UK Ltd.

9. Retention of Title

- a) In spite of delivery having been made, property in the goods shall not pass from the seller until payment in full of the price by the buyer.
- b) Notwithstanding delivery, property in the goods shall not pass from the seller until all other sums owed by the buyer to the seller have been paid in full.
- c) Until payment in full for goods, the buyer shall hold the goods on a fiduciary basis as bailee for the seller.
- d) Whilst the buyer has the right to dispose of the goods in the ordinary course of business on a bona fide date without notice to the customer of the seller's rights hereunder, the entire proceeds of sale or otherwise of the goods shall be held in trust of the seller until payment in full for the goods.
- e) Until payment in full for the goods the buyer hereby grants to the seller the right to enter any premises where the goods are stored in order to re-possess or inspect them.

10. Trade Descriptions Act

All reasonable precautions have been taken to ensure that the illustrations and descriptions in the EGLO catalogue are correct at the time of publication, but being subject to improvements and modifications they are intended for guidance only. Details of alterations are available on request. Colour finishes will be maintained as accurately as possible but matching cannot be guaranteed.

11. Force Majeure

The Company shall not be liable for any breach of Contract arising from, or caused by Act of God, Force Majeure, War, Riot, Civil Commotion, Military or usurped power, Government Order, direction or Legislation, Fire, Accident, Strike, or any other industrial action, Lock-out, Adverse Weather, Transport Delays, or any other occurrence over which the Company has no control.

12. Legal Construction

The terms of any contract to which these conditions relate shall in all respects be governed by and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction.

13. Declaration and Data Protection Notice ref Data Protection Act 1998

It is understood and acknowledged that any personal data or information given in or contained in any credit application or relating documentation to EGLO UK Ltd will be held securely in confidence and processed for the purpose of carrying out our business and associated activities. In considering an application for credit or an account, the applicant accepts that EGLO UK Ltd may consult with and disclose any data provided to any credit reference company, agency, banks, credit insurers, and other responsible organisations outside of EGLO UK Ltd's business such as third parties that have been nominated by EGLO UK Ltd. and such third parties may process that data. It is understood that the applicant has a right to know what data is held by EGLO UK Ltd on the applicant and this information can be supplied if requested in writing and the relevant fee is paid.