



## HANDS

### Terms & Conditions

**PRICES:** All prices are in sterling and subject to VAT. We reserve the right to alter prices without notice.

**DELIVERY:** In all cases delivery is to ground floor only and customers are responsible for portage and installation. For direct delivery to your customer ask for a quotation.

**INSTALLATION:** Hands of Wycombe may provide installation services at an additional cost by arrangement

### CONDITIONS OF TRADING

#### 1. GENERAL:

- 1.i. Every sale by or process carried out on a customer's behalf by HANDS ("the Company") shall be subject to these Terms and Conditions which shall supersede and exclude any terms contained in any letter or other document from a customer.
- 1.ii. These conditions shall apply to all future trading whether by formal contract or by verbal agreement.
- 1.iii. In these Conditions, Condition 5 and 6 shall apply to contracts for the sale of goods only. In the event of any conflict between those Conditions and the remaining Conditions of this Agreement the Conditions 5 and 6 shall supersede the other Conditions in which they are in conflict.
- 1.iv. This Agreement shall be governed by and subject to the Laws of England.

2. **PRICES:** All published prices are subject to revision without notice and orders will be executed at prices ruling at the date of despatch unless a "Fixed Price Contract" has been specifically agreed by the Company in writing at the time of issuing our quotation or tender.

3. **PAYMENT OF ACCOUNTS:** Invoice prices are net and all accounts shall be due for payment not later than thirty days from the date of invoice. In the event of late payment the company may, at its discretion, charge interest on the outstanding balance at the rate of 5% above base rate per calendar month.

4. **PAYMENT BY CHEQUE:** In the case of sums paid to the Company by cheque, payments shall be deemed to have been made when the Company's bank account has been credited with the amount in which the cheque is drawn and not before.

#### 5. TITLE TO GOODS:

- 5.i. Notwithstanding anything in this Clause to the contrary, Paragraphs (ii) to (viii) of this Clause and all rights and obligations resultant herefrom shall cease to apply once all monies as may be or may fall to be due under this Contract have been paid to the Company. In this Clause goods shall mean goods supplied under this Contract.
- 5.ii. Subject to Paragraphs (iv), (vi) or (vii) of this Clause the property and goods shall remain with the Company.
- 5.iii. Under delivery the customer shall store and keep the goods as bailees for the Company, in such manner and place as they can be readily identified as being the goods, until they are dealt with in accordance with Paragraphs (iv), (vi) or (vii) of this Clause.

- 5.iv. If the customer sells the goods or any of them in their original state and in the ordinary course of business then only as between the Company and the customer they shall be deemed to be the Company's agent and able to pass good title to them, but all proceeds therefrom shall be kept in a separate account and shall be held on trust for the Company and on demand all rights, privileges or advantages from such sale shall be transferred to the Company.
  - 5.v. If the customer uses the goods or any of them in the manufacture or assembly of a product and all such goods are subsequently identifiable by some means then the customer shall recall the quantity and the cost of each of the goods in each product.
  - 5.vi. Upon any sale to which Section 25(1) of the Sale of Goods Act 1979 applies, of a product containing the goods to which Paragraph (v) of this Clause applies, the customer shall hold on trust for the Company that proportion of the proceeds as shall represent the price of the Company's goods in such a product for which the Company had not been paid and shall pay such proportion of the proceeds in a separate account. The customer shall transfer to the Company all proceeds held in the said account as soon as practicable. (If any of the goods in such a product are being paid for or after such proceeds of sale have been placed in the said account, but before the proceeds held in the said account are delivered to the Company, the customer shall at the time of such payment withdraw from the said account such sum as represents those goods in such a product which are being paid for.)
  - 5.vii. If the customer uses the goods or any of them in the manufacture or assembly of a product so that the price and quantity of the goods therein is not determinable by reason of some or all such goods losing their identity, the property in all such goods shall pass to the customer and he shall create a floating charge over the product or proceeds thereof in such sum as represents the price of the goods in such a product for which the Company has not been paid. The customer shall take all necessary steps to comply with Sections 95 and 96 of the Companies Act 1948 in respect of such charge and shall inform the Company in writing of such compliance and of any other charges on such product as soon as practicable.
  - 5.viii. Goods to which Paragraphs (vi) or (vii) of this Clause apply shall be deemed to be delivered before goods to which Paragraphs (iii) or (iv) apply.
  - 5.ix. If at any time the customer shall be in default of any of the Terms or Conditions of this Contract, including failing to pay the Company any sum due on a date, all monies payable by the customer shall immediately fall due to the Company or if a Receiver of the customer be appointed or a Petition to wind-up the customer be presented or the customer otherwise becomes incapable of trading, the Company shall be immediately entitled to enter the customer's premises and remove all goods in which it retains property, title or ownership, but without prejudice to any other remedy of the Company.
6. RISKS IN GOODS: The risks in the goods supplied under this contract shall pass to the customer upon delivery notwithstanding Clause 5 herein.
7. SUITABILITY OF GOODS: The customer shall have deemed to have inspected all goods manufactured and/or supplied by the Company and to have satisfied himself as to their condition and their fitness for the purpose.
8. COLOUR VARIATION: Whilst every effort is made to ensure parity of colour, the Company do not guarantee an exact colour match.
9. DELIVERY & INSTALLATION:
  - 9.i. Delivery shall be made to the order of the customer.

- 9.ii. Delivery may be made by instalments. Failure to accept delivery or any instalment thereof and/or to pay for such delivery or instalment shall entitle the Company to treat the Agreement as repudiated. Alternatively, to store the goods ordered at the expense of the customer.
  - 9.iii. When at the request of the person ordering them, consignments are forwarded by any conveyance involving higher carriage charge that would be incurred by the use of the Company's usual mode of conveyance, such extra charge will be paid by the customer.
  - 9.iv. When the Company is responsible for delivery, then delivery shall be to one central ground floor point. If this Contract involved delivery and the placing in position of furniture, then the operation shall be subject to special terms to be agreed apart from these conditions.
  - 9.v. No claim for shortage or damage in transit shall be accepted unless the Company and the carrier are notified in writing within three days of delivery.
  - 9.vi. No claim for non-delivery shall be met by the Company unless the carrier is notified in writing within fourteen days of despatch.
  - 9.vii. While any delivery date supplied by the Company shall be given in good faith, the Company shall not be liable for any loss and/or damage arising out of late delivery.
  - 9.viii. A charge of £200.00 will be made for any aborted or cancelled delivery visit if advised less than 24 hours prior to the agreed delivery date. Further charges may be incurred if installation teams have been pre booked and can-not be re-allocated for another installation.
  - 9.ix. Any waiting time, unacceptable delays, or where furniture has to be moved, will incur a charge rate of £45.00 per hour per operative provided.
10. PRODUCTS: The company reserves the right to make modifications to design, construction or price and to withdraw any models quoted without prior notice.
11. Whilst the Company's staff use their best efforts to advise and inform customers concerning the Company's range of products, such advice and information does not form part of any contract between the Company and the customer, nor is it capable of amounting to a warranty.
12. The Company's catalogues, price lists and other sales materials are produced in good faith to assist customers but are for general guidance only and do not constitute any term or condition of any contract with the customer, nor do they amount to a warranty.
13. CANCELLATION: Orders placed cannot be cancelled or varied nor can goods be returned save on terms expressly agreed by the Company.
14. PREVENTION OF PERFORMANCE
  - 14.i. In the event of the performance of any obligation by the Company being prevented, delayed or in any way interfered with by war, riot, civil commotion, strikes, lock-outs accidents, flood, fire, explosion or by any other cause beyond its control, the Company suspend or treat as impossible the performance of any obligation to the customer without liability for any loss.
  - 14.ii. The Company shall not be liable for any consequential loss arising out of its non-performance of the Contract and shall not be liable in damages to the customer for an amount greater than the invoice amount net of Value Added Tax.
15. VALUE ADDED TAX: Value Added Tax will be added to all invoices at the rate ruling at the date of despatch.

16. CONTINUITY OF SUPPLY: We will seek to provide a continuity of supply in the general design of the product subject to the availability of materials, mechanisms at that time for a period of 10 years.
17. WARRANTY:
- 17.i. Subject to clauses ii, iii and iv below, all goods supplied by the Company are guaranteed for 5 years from the date of purchase against faulty materials and workmanship. During this period, goods will be repaired or have parts replaced free of charge provided that:
    - 17.i.a. the goods can be inspected by the Company and evidence of purchase date provided;
    - 17.i.b. the good have been purchased by the user and not for hire purposes;
    - 17.i.c. the goods have been subject to fair wear and tear during normal office hours;
    - 17.i.d. the goods have not been misused or handled carelessly or treated otherwise than in accordance with the product care guidance provided by the company;
    - 17.i.e. repairs have not been attempted other than by the Company.
  - 17.ii. All moving parts including gas lifts on swivel chairs are subject to the same warranty as above save that the warranty period is 2 years.
  - 17.iii. All fabric from the Company's standard ranges used in the goods is subject to the same warranty as above save that the warranty period is 3 years.
  - 17.iv. Unless otherwise agreed in writing, fabric chosen by the customer that is outside the Company's standard ranges and fabric supplied by the customer for incorporation into goods is not covered by any of the above warranties.
  - 17.v. All electrical or electric parts provided are warranted by the original manufacturer which is usually no more than a 1 year period from point of installation.