

## Terms & Conditions

All orders accepted by Welltex (hereinafter referred to as the Company) are subject to the following conditions which shall prevail over all conditions specified by the Buyer to the extent that the latter conflict or are inconsistent with them.

### Definitions

- (a) 'Conditions' means these conditions of sale.
- (b) 'Order' means the order hereby accepted by the Company.
- (c) 'Goods' means the goods the subject of the order.
- (d) 'Buyer' means the party placing the order.

### Prices

The prices for the Goods quoted to the buyer are subject to any increase by the Company without notice, the prices of such products becoming effective before delivery of the Goods which will be invoiced at prices ruling at date of dispatch. Prices are subject to VAT at the rate prevailing at date of invoice.

### Delivery

- (a) The Company will use all reasonable endeavours to keep to agreed dates which are quoted on the basis of existing commitments but will not be liable for delay in delivery however caused.
- (b) The Goods will be sent to the Buyer, at the address he specified, by post, road, or rail, as the Company may decide to be most suitable, and the Buyer will be responsible for offloading or collecting the Goods as applicable.
- (c) Bedlinen orders over £400.00 are delivered free in the UK. A charge of up to £10.95 will be added to orders under £400.00. For Channel Islands/Eire/Isle of Man, orders under £400.00 will require a carriage charge, P.O.A.
- (d) Furniture orders. We will send a questionnaire to determine offloading conditions and charges will be quoted on each enquiry.

### Return of Goods

We will replace all faulty goods, but we request that nothing is returned without our written authority. We reserve the right to refuse or make a 20% restocking charge on unwanted goods returned. Goods made to order, used, or cut piece goods are not returnable.

### Lost or Damaged

The Company will not be liable for any loss or damage to the Goods during transit unless the Goods are signed for as damaged and the Company and the carriers are notified in writing immediately or (in the case of non-delivery) within seven days of invoice date.

### Risk

Risk in the Goods shall pass to the Buyer on delivery.

### Reservation of Title

- (a) The acceptance by the Company of any Order for Goods shall constitute an agreement to sell the Goods and not the use of them, and no title to those Goods shall pass to the Buyer by reason of delivery or acceptance of same.
- (b) The Buyer's right to possession of the Goods shall automatically cease at whichever is the earliest of:
  - (i) The date that full payment of the Goods is due if the whole or part of the purchase price has not been paid by that time.
  - (ii) If a receiver is appointed over any of the assets or the undertaking of the Buyer or winding up order is made against the Buyer or if the Buyer goes into liquidation or calls a meeting of or makes any arrangement of composition with creditors or commits any act of bankruptcy or allows execution to be levied against his or its Goods.
- (c) Upon termination of the Buyer's right to possession the Company or persons acting on its behalf shall be entitled to enter upon the premises using reasonable force for the purpose of doing so, for the purpose of:
  - (i) Retaking the Goods.
  - (ii) Retaking any Goods the property of the Company.
- (d) If the Buyer in any way deals with the Goods so as to improve them or alter them in kind, the Company shall be entitled to the benefit of such improvement or alteration if it subsequently reclaims the Goods under these Conditions.
- (e) Each sub-clause or sub-sub-clause of this clause shall take effect as a separate clause in the event that any such sub-clause should be held to be unenforceable.

### Payment

- (a) Payment will be by pro-forma Invoice unless a credit account is in operation.
- (b) To qualify for a credit account, The Buyer must have a turnover of £500.00 per annum with the Company.
- (c) Account payment terms are net 30 days from date of invoice unless specifically stated otherwise in writing.
- (d) Any account outstanding beyond our credit terms of reference will be passed on to a debt recovery agency of our choice and will be subject to a surcharge not exceeding fifty pounds to cover the cost incurred: such accounts will also be subject to any other cost incurred in obtaining settlement.
- (e) Interest at 2% per month will be added to all overdue accounts.
- (f) All Goods and service/repair parts will remain the property of the Company until the price has been paid in full and the Buyer shall remain a bailee only until payment has been made.
- (g) Any complaint relating to an invoice or items contained on the invoice must be notified by the Buyer to the Company in writing within seven days of the date of the invoice.
- (h) The Company reserves the right to remove all discounts, however given, on overdue accounts.

### Liability

The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work in verification of the Buyer's complaint. The Company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing, or repairing goods, whether the loss arises from the actions or from the omissions of the Company, its Employees, Agents or Subcontractors. The Directors of the contracting Buyer agree they are and will be jointly and severally liable for the cost of the goods and/or services ordered and any consequential losses arising in that way including but not limited to damages and such Directors further jointly and severally guarantee to pay any amounts deemed to be due to the Company forthwith on demand personally.

### Law

The contract formed by the Order and this acceptance shall be governed by and construed in accordance with English law. Any disputes arising out of these Conditions shall be submitted exclusively to the jurisdiction of the English Courts.