

## Swift Home Improvements Ltd.

### Trade Terms and Conditions

#### 1. Definitions

- (a) The "Buyer" means the Account Holder or person who buys or agrees to buy Goods from the Seller.
- (b) The "Seller" means Swift Home Improvements Ltd.
- (c) "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

#### 2. Conditions

- (a) These "Terms and Conditions" do not affect your statutory rights as a consumer.
- (b) All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- (c) If any amendments to these terms and conditions are required it is preferable that they are confirmed in writing.
- (d) Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

#### 3. Prices

- (a) The Price shall be that on the Seller's discounted current list price, or if applicable the price contained in the Seller's Quotation.
- (b) Should a product's price change Buyers will be notified.
- (c) All Prices are subject to VAT which will be charged at the current rate.
- (d) The total purchase price, including VAT will be confirmed to the Buyer via fax or Email confirming the order detail, delivery date and price.
- (e) In the case of retail sales, payment must be made in full before dispatch of any Goods.
- (f) In the case of trade sales, payment is due in full in accordance with the credit terms agreed. Any terms extended must be received in writing from the Seller and will be strictly enforced.
- (g) If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

#### 4. Interest on Overdue Invoices

- (a) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 4% above Barclays Bank PLC base lending rate for the time being in force per calendar month.

#### 5. Warranty and Liability

- (a) The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

#### 6. Delivery

- (a) Products supplied will normally be delivered within 10 working days of receipt of order.
- (b) Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to Agree on a new delivery date or cancel the order for a full refund if the order was paid in advance.
- (c) Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- (d) Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

#### 7. Ownership and Risk

- (a) The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.
- (b) The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.
- (c) The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.
- (d) Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either:-
  - (i) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or collect the Goods or
  - (ii) At the Seller's option returned by the Buyer to the Seller who will inspect the Goods to confirm they are in fact defective.

#### 8. Cancellation and Returns

- (a) If it is agreed that the goods are to be returned:-
  - (i) a Goods Return number obtained from the Seller must be clearly shown on the returned goods.
  - (ii) The Buyer will be liable cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately protected in transit, poorly handled or badly fitted by the Buyer or through the Buyer's fault.

#### 9. Force Majeure

- In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lockouts, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

#### 10. No Waiver

- (a) The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

#### 11. Liability

- (a) Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

#### 12. Complaints

- (a) If the Buyer has a complaint about the Sellers service or any goods or services purchased from the Seller, then the Buyer must contact the Seller immediately. The Buyer will be contacted as soon as possible and definitely within 24 hours of the Seller hearing of the Buyer's complaint and the Seller will aim to provide a resolution within 5 working days.
- (b) All complaints will be dealt with in a fair and confidential manner.

#### 13. Miscellaneous

- (a) Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.
- (b) If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.

