

Blue Jigsaw Ltd

Table Linen Supplies

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VAT No: 827213149

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these conditions, "The Company" means Blue Jigsaw Ltd. "Goods" means the goods the subject matter of the contract. "The Buyer" means the person, firm or Company with whom the Contract is made by the Company. "The Contract" means the Contract for the sale or supply of goods. These conditions of sale do not apply to any rental services provided by the Company.

2. GENERAL

These Conditions shall apply to the Contract to the exclusions of any order, letter form of Contract sent by the Buyer to the Company and the provision of these Conditions shall prevail unless expressly varied by agreement in writing and signed by a director on the Company's behalf.

3. ORDERS

Notwithstanding any detailed quotation of the Company no order shall be binding on the Company unless accepted in writing by the Company.

4. PRINTED GOODS

No responsibility will be accepted for any errors in proofs or layout diagrams that have been approved by the Buyer. All orders that involve print work are classed as bespoke and cannot be cancelled. In the event of cancellation the full invoice value will become payable by the Buyer.

5. PRICES

- The price payable for the Goods shall be the prices of the Company current at the date of despatch unless otherwise contracted.
- The Company reserves the right to issue new price lists at any time without prior notice.
- All prices are exclusive of Value Added Tax (VAT) which will be charged at the appropriate rate.
- The price of the Goods shall be due in full to the Company in accordance with the Contract and the Buyer agrees not to exercise any set-off, lien or any other similar right of claim whether in respect of any alleged defect in the Goods or otherwise.

6. TERMS OF PAYMENT

- Credit payment terms are nett 28 days from the date of invoice unless otherwise agreed or advised in writing by the Company irrespective of delivery date and payment shall be due in accordance with these terms notwithstanding the provision of clause 11 herein.
- Overdue accounts will be subject to charge for simple interest from the due date at bank base rate plus 8% under legislation effective 1 November 2000 in the late Payment of Commercial Debts (Interest) Act 1998.
- Accounts which remain overdue for more than one calendar month will be collected by a debt collecting agency or by the Company through the court system.

7. DELIVERY

a) Any date quoted for delivery of the Goods is given in good faith but is approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time of delivery shall not be of the essence of the contract.

b) Where goods are ready for delivery or collection the Company may postpone delivery or collection at the request of the Buyer. In such event the Buyer shall make the payment as if the goods were delivered or collected and invoiced on the date of such request. The Company may store the goods at its own premises or elsewhere at the Buyers sole risk and all storage, insurance and transport arrangements shall be

the Buyers sole responsibility.

c) If the Buyer fails to take delivery of goods or fails to give the Company adequate delivery instructions at the time stated for the delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company (including its right to payment) the Buyer shall indemnify the Company in full against all losses, damages, charges and expenses incurred by the Company as a result of the Buyer's said failure to take delivery or give adequate delivery instructions.

8. CLAIMS

- All deliveries and collections must be signed for, dated and timed on receipt by the Buyer or its warehouseman bailees or agents.
- Any claims for loss, damage or pilferage of goods in transit must be noted and signed for on delivery by the Buyer or its warehouseman bailees or agents and submitted in writing within seven days of delivery.
- Deliveries signed for 'unchecked' are done so at Buyer's sole risk.
- Any query on invoice must be submitted in writing within seven days of issue of same and will not be accepted at any later date.
- Goods are delivered by a signed for carrier service. Buyers that choose to have goods left at the delivery address without a signature do so at their own risk and claims for non delivery, shortage or damage of goods will not be accepted by the Company.
- In the event of a valid claim for non delivery, loss or damage, the Company undertakes at its option to replace the Goods at its expense but shall not be under any further liability in connection therewith. Where Goods are replaced at the option of the Company, the property in the replaced Goods shall revert to the Company.
- If the Buyer fails to give notice in accordance with the conditions of sale the Goods shall be deemed to be in all respects in accordance with the Contract and, without prejudice to earlier acceptance by the Buyer, it shall be bound to accept and pay for the same accordingly.

9. RETURNS

Goods in accordance with the contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's premises at Wells Farm, Unit D, Northaw Road East, Cuffley, EN6 4RD at the Buyer's expense and a re stocking charge of 20% of the nett invoice value may become payable by the Buyer within 30 days of the original invoice date at the option of the company.

10. CARRIAGE

- The Company reserves the right to charge carriage on all orders under £500.00 exclusive of VAT.
- Where the Buyer requests delivery in a special manner (i.e. Royal Mail or some form of express carriage), carriage shall be charged to the Buyer.
- Carriage will become payable on carriage free orders when return of goods reduce the order value below the carriage free amount.

11. PASSING OF RISK AND TITLE

- Title to the Goods supplied by the Company (the "Goods") shall not pass to the Buyer until the Buyer has paid the Company:
 - the full purchase price of the Goods.
 - the full purchase price of any other Goods supplied to the Buyer by the Company.
 - any other sum which as at the date that payment is made for the Goods is due to the Company by the Buyer.

b) Pending the passing of title to the goods supplied to the Buyer, the Buyer undertakes to keep the goods separate from any other goods of the Buyer or any other supplier so that the same are readily identifiable as the property of the Company and it shall be the duty of the Buyer at all times if so required to identify the goods as the property of the Company.

c) The Buyer may resell goods which he has bought under the contract but not yet paid for in the normal course of business and shall owe a fiduciary duty to the Company to account for the proceeds separate for the benefit of the Company.

12. CONDITIONS & WARRANTIES

- The description and illustrations shown in any catalogue at the time of going to press, or on any of the company's websites are to the best belief of the Company correct but the Company reserves the right to make any modifications, improvements, alterations or any reasonable variation in size, weight and colour in the supply of any of the products so described whether for reason of availability of materials or components or for any other reason.
- The Company does not warrant the fitness of the goods for any particular purpose even though that purpose may be known to them and no such warranty is to be implied from the name or description under which the goods are sold. The Company shall be under no liability for any damage arising directly or indirectly out of the supply or use of the goods.
- Goods represented by the Buyer to be defective shall not form the subject of any claim for work done by the Buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects but such goods if returned to the Company and accepted by them as defective will at the request of the Buyer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be ground for cancellation of the remainder of the order or contract.

13. REPRESENTATION

No employee or agent of the Company has any authority to vary these Conditions and no statement, description, information, warranty or recommendation contained in any catalogue, price list, website, advertisements or made verbally by any of the Company's agents or employees shall enlarge, vary or override any of these Conditions.

14. FORCE MAJEURE

The Company shall be entitled to delay or cancel delivery or to reduce the amount of goods delivered if and to the extent that it is prevented from or hindered in obtaining or delivering the goods by normal route or means of delivery through circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or part unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of materials from normal sources of supply.

15. E. & O.E

All quotations are subject to Errors and Omissions Excepted.

16. LAW

The construction validity and performance of any contract shall be governed by the laws of England.

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