

TERMS & CONDITIONSS FOR COMPLETE STAIR SYSTEMS LTD

1. Definitions

- 1.1. "Buyer" means the person who buys or agrees to buy the Products from the Seller.
- 1.2. "Seller" means Complete Stair Systems Limited
- 1.3. "Conditions" means the terms and conditions of sale set out in this document and any other terms and conditions agreed in writing by the Seller.
- 1.4. "Delivery date" means the date estimated by the Seller when the Products are likely to be delivered.
- 1.5. "Products" means the goods to be purchased by the Buyer.
- 1.6. "Price" means the price for the Services or Products including carriage, (mainland UK only) packing and VAT, unless otherwise stated.
- 1.7. "Services" means the services to be provided by the Seller to the Buyer.
- 1.8. "Consumer" is a person who is not acting in the course of a trade or profession.

2. Conditions applicable

- 2.1. The contract between the Buyer and the Seller shall incorporate these conditions, which shall govern the contract to the exclusion of any other terms and conditions.
- 2.2. Occasionally documents produced or supplied by the Seller contain errors or omissions. The Seller always takes care to avoid such errors or omissions. However, should such an error or omission occur, then the Buyer shall not be entitled to rely on that error or omission which shall be corrected by the Seller without any liability on the part of the Seller.
- 2.3. If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.
- 2.4. If the Seller is unable to deliver the Products ordered then any sum paid by the Buyer to the Seller for the Products will be refunded to the Buyer.
- 2.5. Nothing in these conditions shall affect the Buyer's statutory rights as a consumer.

3. The price and payment

- 3.1. Save as provided otherwise herein the Price shall be that as stipulated in the Seller's published price list current at the date of order of the Products, or such other price as may be agreed between the Buyer and the Seller. In the event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate, or where the Seller becomes aware that the Price is incorrect for any reason, the Seller may change the Price payable under the contract upon written notice. If the Seller gives notice of Price change, the Buyer shall have the right to cancel the order and receive back any sums paid by it EXCEPT in the case where the Seller has performed or part performed Services in which case the Buyer shall pay to the Seller such proportion of the original Price based on the percentage of the Services completed by the Seller at the date of the notice. The Seller must receive notice of cancellation in writing within seven days of delivery of the notice of Price change to the Buyer.
- 3.2. The Buyer shall pay the Price at the date of placing the order. Payment terms are 50% with order with the balance settled 7-10 days before delivery of goods, unless otherwise specified by the seller at the time of the quotation. No order will be accepted by the Seller and no contract entered into until the Seller is in receipt of cleared funds.

4. The products

- 4.1. The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance.
- 4.2. Photographs are for illustrative purpose only, and may not exactly match the product itself.

5. Warranties and liability

5.1. If the Buyer is a Consumer and is dissatisfied with the Products for any reason the Buyer may, within 7 working days after the date of delivery to the Products, notify the Seller that he is cancelling the contract. As soon as reasonably practicable after so notifying the Seller, the Buyer must return the Products to the Seller at the Buyer's expense (except where the Products are substitute Products under clause 4.1 in which case the cost of returning them shall be borne by the Seller) or, at the option of the Seller, the Seller may elect to collect the Products from the Buyer at the Buyer's expense. In the latter case, the Buyer will co-operate reasonably with the Seller in making the Products available for collection. Any money paid by the Buyer for the Products will be refunded within 30 days provided that the Seller receives the goods in the same condition they were in at the time of delivery to the Buyer. The right to cancel in this clause 5.1 shall not apply where the Products comprise goods made to the Buyer's specifications or clearly personalised.

5.2. If the Buyer is a Consumer and the contract is for the provision of Services the Buyer may, within 7 working days after the beginning with the day after the day on which the contract is concluded, notify the Seller that he is cancelling the contract. The right to cancel in this clause 5.2 shall not apply where the Seller has begun to perform the Services within the 7 days specified herein.

5.3. The Seller warrants that the Products are of satisfactory quality and comply with Building Regulations currently in force in England and Wales .

5.4. Nothing in these conditions shall limit the Seller's liability for:

- (a) fraudulent, malicious or criminal acts;
- (b) personal injury or death caused by the Seller's negligence;
- (c) any other liability that cannot be excluded by law.

5.5. Subject to clauses 5.3 and 5.4, all other warranties, conditions and terms, whether implied by statute or common law or otherwise are excluded to the fullest extent of the law.

5.6. The Buyer is responsible for ensuring that the Product is assembled and installed in accordance with the manufacturer's instructions, and that the installation complies with relevant Building Regulations and Planning Laws.

5.7. Insofar as is permitted by law, the Seller's only liability to the Buyer will be, at the Seller's sole discretion, to make good any shortage or non-delivery, to replace or repair any Products that are damaged or defective or to refund to the Buyer any sums paid for the Products.

5.8. The Seller shall not be liable for any indirect or consequential loss or damage of any kind.

5.9. The Seller shall not be liable for any delay in delivering the Products howsoever caused. Time for delivery is not of the essence.

5.10. The Seller shall not be liable to the Buyer for any loss or damage of whatever nature caused by events or circumstances beyond the Seller's control.

5.11. The Seller shall not be liable for any loss of profit, loss of sales, increase in expenditure, loss of expectation or loss of opportunity, even if the same was in the reasonable contemplation of the Buyer and the Seller at the time of the contract.

6. Delivery

6.1. The Seller or his agent shall deliver the Products to the address given by the Buyer at an estimated time to be agreed with the Buyer. Estimated delivery times are not guaranteed delivery times.

6.2. The Seller shall use its reasonable endeavours to meet any estimated date agreed for delivery, but shall not be liable for any delay caused in delivering the product.

6.3. In the case of Products purchased by credit card, the Products can only be shipped to the credit card holder's delivery address. All Products must be signed for on delivery.

6.4. All orders for delivery to addresses within mainland GB are delivered free of charge.

6.5. For delivery to Northern Ireland , Isle of Man , Isle of Wight , Scottish Islands and Channel Islands we will deliver free to a nominated mainland GB address e.g. a port. Onward shipping from that point is the responsibility of the customer, unless the seller agrees otherwise in writing, in which case the Buyer may have to pay an additional charge.

6.6. Where an order contains more than one Product, all Products will be delivered at the same time once all items are available.

6.7. If the buyer is unable or unwilling to accept delivery of the goods on the agreed delivery date, then the buyer will be liable to pay for any storage charges that may be incurred.

6.8. All Products are sold on a supply only basis, unless agreed otherwise in writing, and do not include installation or other necessary building works.

7. Acceptance of the products

7.1. Other than where the Buyer acts as a Consumer the Buyer shall be deemed to have accepted the Products 5 working days after delivery to the Buyer.

7.2. After acceptance the Buyer shall not be entitled to reject the Products.

8. Title and risk

8.1. Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.

8.2. Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full.

8.3. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products that remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.

9. General

9.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power, breakdown of plant or machinery or shortage or unavailability of raw materials.

9.2. Any notice required or permitted to be given by either party to the other shall be in writing and in the case of notices to the Seller, addressed to the Seller at its registered office or in the case of notices to the Buyer, at the Buyer's address as provided to the Seller.

10. Representations

10.1. Subject to clause 5.4, no statement, description, warranty, condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the agents or employees of the Seller shall be construed to enlarge, vary or override any of these conditions.

11. Additional costs

11.1. The Buyer agrees to pay for any loss or extra cost incurred by the Seller as result of any instructions, lack of instructions, failure or delay in taking delivery, acts or default on the part of the Buyer, its servants, agents or employees.

12. Proper law of contract

12.1. This Contract shall be governed by the law of England and Wales and any dispute howsoever arising determined exclusively by the Courts of England and Wales .