

BEGGS & PARTNERS

TERMS AND CONDITIONS OF SALE

1. Definitions

The 'Company' shall mean any company within the Beggs & Partners Group, namely Beggs & Partners and Beggs & Partners (Ballymena).

'Goods' shall mean all the articles, products and materials supplied or otherwise dealt in by the Company.

'Buyer' shall mean the party placing the order.

2. General

- (a) All Purchases orders ('Orders') are subject to these terms and conditions of sale ('Conditions').
The placing of an Order by the Buyer shall be considered an acceptance of these conditions.
These conditions may not be modified or varied unless the Company agrees in writing and the Company shall not be deemed to have accepted any other Conditions nor waived any of these conditions by failing to object to terms and conditions contained in any Order or any other communication from the Buyer.
- (b) These Conditions may be varied only by agreement in writing with a director of the Company.
- (c) Without Prejudice to Clause 6, no verbal representations, warranties, guarantees of statements made by or on behalf of the Company may be relied upon the Buyer or bind the Company unless same are confirmed in writing by the Company.
- (d) Notwithstanding acceptance of the Buyer's order, the Company can give no warranty or undertaking that the Goods are available and reserves the right to cancel the order if it should be unable to affect the order within 45 days of acceptance for any reason whatsoever and in such a case the Company shall not be liable to compensate the Buyer. Quotations remain valid for 30 days.

3. Prices/Discounts/Charges

All Orders shall be made subject to the Company's prices, discount rates and carriage charges applicable at the date of despatch of the Goods included in the Order. All such information is available on request from the Company. All prices are subject to VAT at the appropriate rate.

4. Retail sales deposits and payment

A 50% deposit is required to your secure order and guarantee price (100% for bespoke items). Balance to be paid in advance of despatch. Ex-display items are 'Sold as seen', must be paid in full and taken within 1 week of order confirmation. Please note that ex-display items cannot be returned

5. Delivery

- (a) The Company will use all reasonable endeavours to keep to agreed delivery dates, which are quoted on the basis of existing commitments but will not be liable for delay however caused. The time of delivery shall not be of the essence. Completed orders will be held for a maximum of 60 days.
- (b) If the Company agrees to deliver the Goods to the Buyer at an address specified by the Buyer: -

The Buyer will be liable for the cost of carriage (including packaging) unless the contrary is agreed. We will provide one free delivery (orders over £500 NI only); all further deliveries will be chargeable at £35 (min) per delivery, dependent on delivery location. Delivery will be to the nearest accessible point by pallet (kerbside, external only).

The Buyer will be responsible for collecting the Goods once delivered to the said address.

The Company shall decide upon the means of transport at its absolute discretion

6. Warranties and Guarantees

- (a) The implied terms (with the exception of implied terms relating to title) contained in the Sale of Goods Act 1979 and in the Supply of Goods and Services Act 1982 shall not apply to any other Order and are hereby excluded.
- (b) To the extent that such liability can be excluded the Company shall not be subject to any liability under the Consumer Protection (Northern Ireland) Order 1987, in respect of defective products as between itself and the Buyer and as between the Buyer and any ultimate consumer.
- (c) Any complaints as to the condition, quality or quantity of Goods delivered relating to part of an order will not affect the liability of the Buyer to make payment within the stipulated time in respect of the remainder of the order.
- (d) No chemical cleaners to be used on any metalware, please use microfibre cloths only. All bathroom, plumbing and heating product should be installed by a professional plumber; electrical goods by an electrician and manufacturers guidelines on installation and performance must be adhered to. If products are not installed correctly by a competent qualified person, warranties will not be upheld. Do not install any product with a flaw or damage, installation will be regarded as product acceptance. Bathroom ventilation is required to ensure moisture build-up is reduced and does not affect the look or performance of product.
- (e) The drawings and plans we produce are for guidance only.

7. Title of Goods

- (a) The risk in the Goods passes to the Buyer upon delivery but title of the Goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums (due on whatsoever account or grounds) to the Company or any company nominated by the Company.
- (b) The Buyer agrees that prior to the payment of the whole price of the Goods the Company may at any time enter upon the Buyer's premises and remove the Goods there from and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.

8. Returns

Please contact a member of our team before returning any goods so that they can advise you of the next steps.

- (a) Non-faulty products/Change of mind

If you change your mind, we're happy to take back items that are in a resaleable condition **within 14 days** of the date of delivery/collection or from the date we notified you your order was complete, whichever is earlier, subject to these terms and conditions.

A restocking fee of 10% will apply for stock items. For non-stocked items a restocking fee of a minimum of 25% will apply and will be subject to manufacturers returns policy. Please note some manufacturers do not accept returns and we are unable to accept these goods back.

The products must be returned unused, undamaged, in a fully saleable condition, and in the original packaging.

- (b) Faulty products

Where the product has a manufacturer's warranty or guarantee (e.g. electrical goods) it's best that you first contact the manufacturer. If you do not wish to exercise your rights under the manufacturer warranty or guarantee, you must notify us and return the faulty products to any branch or arrange an uplift.

We and/or the manufacturer may need to inspect the product before a credit is given.

- (c) Damaged on or before delivery

We aim to deliver all products in perfect condition. All deliveries should be checked with the driver when being delivered and if you receive a product that is not in perfect condition, please notify us within 48 hours.

(d) Proof of purchase

We'll offer you a refund or credit for any of the above, but we will need proof of purchase (such as a receipt, invoice, return note, email confirmation or order number).

(e) Products that cannot be returned or exchanged:

- All bespoke or made to measure goods;
- A faulty or damaged product, where the fault was brought to your attention before purchase;
- Ex-display items;
- Tiles/shower doors/shower trays/wetroom glass that are unsealed;
- Chemical/gas products that are unsealed;
- Non-faulty unsealed electronic goods;
- Non-faulty used gas valves;
- Any spare parts where the seal is broken (such as PCBs, electronic goods, and fans)
- Goods that deteriorate or expire rapidly once opened; and
- Non-faulty used hygiene products (e.g. toilets).

(f) Cancellation

Orders for Special Order Goods may not be cancelled.

If you cancel an order for stocked items before it has been despatched, we will process your refund. However, if you cancel after despatch, products must be returned to one of our branches for a refund and using our proper returns procedure.

(g) Refunds and credits

We'll give you a refund or credit using your original payment method.

A refund/credit will not be issued if:

- Damage was caused to the product by incorrect storage, application, movement, commissioning, use, or maintenance.
- Where damage to the product has been caused by fair wear and tear, or misuse.

9. Headings

The headings in these terms and conditions are for ease of reference only and are not to be treated as a guide to interpretation of these terms.

10. Law and Jurisdiction

- (a) These conditions shall in all aspects be construed in accordance to the Law of Northern Ireland and the Courts of Northern Ireland shall be granted non-exclusive jurisdiction of respect therefore where the sale has been made by a branch located in Northern Ireland.
- (b) These conditions shall in all aspects be construed in accordance to the Law of England and Wales and the Courts of England and Wales shall be granted non-exclusive jurisdiction in respect therefore where the sale has been made by a branch located in England and Wales.

Terms specific to Trade Credit Accounts

11. Trading Terms

Every order shall fall due for payment thirty days after the month end when the goods were invoiced. Should payment of any statement be overdue:

- (a) the total value of the Goods supplied to the Buyer (not previously paid for) shall become payable immediately.
- (b) the Company shall be entitled to charge interest at 1% per month on the outstanding balance plus a compensation fee in the range of £40 - £100 per The Late Payment of Commercial Debts (Interest) Act 1998.
- (c) the Buyer's credit facilities shall be suspended.
- (d) all professional and legal costs incurred by the Company in collection of overdue items shall be chargeable to the Buyer.
- (e) any queries on invoices shall be communicated to the Company within 10 working days of invoice date.
- (f) Proof of delivery will only be retained by the Company for 30 days after invoice date and will only be provided where our own transport delivers the goods.
- (g) Invoices & Statements will only be delivered by email.

12. Credit

No credit shall be given unless first applied for in writing and approved by the Company. The Company reserves the right to suspend credit facilities should the Company in its absolute discretion consider that the Buyer's credit worthiness is in jeopardy.