

### 1. Definitions:

- a) The "Supplier" means The Bright Ideas Co (UK) Ltd, its agents and assigns;
- b) The "Purchaser" means the individual/s, firm or company purchasing goods from otherwise dealing with the Supplier.
- c) The "Goods" means any and all items supplied by the company to the Supplier.

### 2. Application of Terms:

- a) All questions and price lists are given and all orders are accepted on these terms, which supersede any other terms in the Supplier's category or otherwise, and shall override and exclude any other terms stipulated or referred to by the Purchaser whether in his order or in any negotiations, and any course of dealing established by the Purchaser and the Supplier. All orders here after made by the Purchaser shall be deemed to be made subject to these terms.
- b) No modification of these terms shall be effective unless specially accepted in writing and signed by one of the partners in the Supplier.

### 3. Representations:

The Supplier shall be under no liability what-so-ever resulting from all arising out of or in connection with in relation to any statement report or other representation made by any of its partners, servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser should give notice in writing to the Supplier before the contract is entered into that intends to rely on any such statement report or other representation.

### 4. Refusal of the Order:

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss of damage arising therefrom or in connection therewith or in relation thereto.

- a) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a Purchaser orders a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.
- b) Many products are supplied to the Supplier by manufacturers in packed quantities. The Supplier gives no guarantee or warranty that such quantities are accurate and pack quantities accepts no responsibility for any such discrepancies. Any pack quantities stated are approximate and may change without notice.

### 5. The Goods:

- a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that;
  - i) Whether or not the Goods are defective in material or workmanship shall be the sole decision of the Supplier;
  - ii) The Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier within three days of delivery to the Purchaser. Any goods in respect of which the condition applies shall be returned to the Supplier in its original packing within fourteen working days of delivery to the Purchaser.
- b) The Supplier shall be under no liability to the Purchaser what-so-ever than that set out in (a) above. Without prejudice to the generality of the forgoing the Supplier shall be under no liability for any consequential losses howsoever arising.
- c) All conditions, warranties, terms, undertakings and obligations implied by stature, common law, custom, trade usage or otherwise (including without prejudice to the generality of the forgoing, any implied condition, warranty or undertaking as to the correspondence of the Goods with any contract description given, merchantable quality or fitness for any particular purpose) are here be wholly excluded
- d) Without prejudice to the generality of the forgoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with any statutory requirements in connection with any of the Goods.
- e) Changes may occur to sizes and specifications of Goods and in this event the Supplier may provide an approximate equivalent.

### 6. Indemnity:

The Purchaser here by undertakes to indemnify and keep indemnified the Supplier, its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities what-so-ever, including but without prejudice to the generality of the forgoing, liability for personal injury and death, damage to property and consequential losses, incurred as a result of or arising from or in any connection with or in relation to any act, omission, word or deed, whether or not negligent of the Supplier its servants or agents pursuant of the supply of Goods hereunder.

### 7. Prices, Quotations and Payments:

a) Goods shall be invoiced and shall be paid for at the prices ruling at the time of dispatch. The price list provided by the Supplier is for guidance only and all prices and quotations are subject to variation at any time without notice to the Purchaser. Unless otherwise stated, all prices in the catalogue are exclusive of VAT.

b) Payment is due at the end of the month following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 3% above HSBC Banks base rate, or the statutory rate of interest, if higher. Interest may be charged from invoice date.

c) The Supplier reserves the right to demand payments of the price/s at any time.

d) In addition to the total price for the Goods ordered, a card handling fee of 2% will be ended for any credit card payments made. All transactions made are safe and securely processed through Barclaycard. After card payment has been made all details referring to the credit card will be securely disposed of.

e) Subject to d) above, the Supplier is not illegible for any fraudulent losses, faults, errors or damages after a card payment has been made.

### 8. Small Orders:

a) Orders to retail premises in England and Wales for Goods which the total value is under £150.00 excluding VAT are subject to a carriage and packaging charge of £16.00. Charges for Scotland are £20.00.

b) Orders delivered to domestic or residential addresses for orders below £150.00 excluding VAT are subject to a carriage and packaging charge of up to £30.00. Charges for Scotland are £35.00.

c) Weekday A.M delivery charges for England and Wales are £35.00 up to 20kg.

d) Saturday delivery charges for England and Wales are £50.00 up to 20kg.

e) Orders to Northern and Southern Ireland and E.U for Goods where the total value is under £500.00 are subject to a carriage and packaging charge of £50.00.

### 9. Reservation of Title:

a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account what-so-ever have been paid, notwithstanding that delivery has already taken place.

b) The Supplier shall be entitled to all rights of access to the Purchaser's premises to reinforce its rights hereunder.

### 10. Delivery and Risk:

a) Unless otherwise stipulated and subject to Clause 2 (b) above, all Goods delivered will be dispatched by the conveyance of the Supplier's choice. Where the Purchaser requires a different means of conveyance any cost must be paid by the Purchaser.

b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery rates. Accordingly no liability will be accepted for any indirect loss which may be caused by delayed delivery.

c) Risk in Goods shall pass on to the Purchaser on delivery.

d) The Supplier reserves the right to charge carriage to all destinations outside of mainland England, Scotland and Wales.

e) Claims for damaged or missing Goods may only be accepted if signed as such on receipt, and confirmed in writing enclosing a copy of the delivery note.

f) The Supplier reserves the right to charge a haulage and packaging charge on the following Goods - electrical items weighing over 30kg, tile adhesives, grouts, floor screeds and similar products, cement boards and accessories. This may be imposed irrespective of the order value placed

g) Minimum order for free delivery on items which are despatched through a pallet network is £350.00. Orders below this will incur a £40.00 carriage charge.

### 11. Returned Goods:

a) Subject to (d) below, Goods may be returned to the Supplier for credit or exchange for up to ten working days after the date of delivery provided a delivery note or invoice number is quoted.

b) Save for Goods returned under Clause 5 (a), returned Goods will only be accepted by the Supplier if they are in a sound and re-saleable condition. Where the Goods are sound and re-saleable shall be the sole condition of the Supplier. Any Goods which the Supplier deems not to be re-saleable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense. Notwithstanding the discretion of the Supplier in deciding whether Goods are sound and re-saleable, Goods will not be deemed re-saleable if they are returned in anything but their original packaging or in the quantities of the Goods returned are different from those originally supplied. It is the responsibility of the Purchaser to ensure returned Goods are well packed as credit may be refused for Goods damaged on the return journey.

c) Where Goods returned for credit or exchanged are Goods which have been supplied in boxes or quantities, credit notes or exchanged Goods are returned in their boxes and/or in the same quantities supplied to the Purchaser.

d) Save for Goods returned under Clause 5 (a), The Bright Ideas Co (UK) Ltd reserves the right to make a charge for handling and restocking equal to 20% of the sale price of the Goods plus the return carriage charge.

e) Goods especially obtained for the Purchaser may not be returned for credit or exchange.

f) If merchandise arrives damaged, it is best to REFUSE it back to the carrier attempting delivery. If the package is accepted ensure it is noted on the carrier's delivery record in order for us to file a claim. Keep the merchandise in its original packaging and notify us immediately for a carrier inspection. If no notification is made to us within 3 days, our return policy will override any claim of damage & the merchandise will fall under the current manufacturer's restrictions.

g) When making a request to return products to us it should be made within the following time scales;

Shortage and damaged Goods if signed on receipt - 24hrs

Any shortages or damaged parcels should clearly be signed and stated on carriers consignment note and reported to Bright Ideas. Check Goods before signing as your signature is proof of condition of Goods and delivery. Once Goods are signed for Bright Ideas will not be liable for any loss or damages.

Picking Errors - 3 Working Days

Faulty Goods - 3 Working Days

You should always obtain a signature (i.e proof of collection) from the person collecting Goods for return.

### 12. English Law:

This contract is governed by English Law.

If you have any questions or queries regarding our Terms and Conditions of Sale, please do not hesitate to get in contact with us:

Tel: 0121 520 9200

Email: sales@thebrightideas.co.uk