

Anderson Interiors Ltd - Conditions of Sale

1. General

- 1.1 These are the terms and conditions on which Anderson Interiors Limited (company no. NI658594, Company) (us, we or our) supply any goods (Goods) to you and are used in conjunction with the order form you are provided with at the time of ordering the Goods. All other terms and conditions you attempt to apply, or which are implied by trade or custom, to any purchase will be excluded. Our registered VAT number is 422132114. You can contact us by telephone at 028 9035 8000 or email at info@anderson-interiors.co.uk
- 1.2 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Settlement

- 2.1 Payment for goods is due is the earlier of (i) terms agreed prior to placing the order; and (ii) 30 days from the end of the month following the date of the invoice.
- 2.2 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England to run from the date for payment thereof until receipt by the Company of the full amount whether before or after judgement.

3. Order

- 3.1 An order may not be cancelled or varied after acceptance without the written consent of the Company. Such cancellation or variation shall be subject to such reasonable charges as may be appropriate (see Paragraph5)

4. Returns

No goods will be accepted for credit unless the Company's previous consent in writing has been obtained. Provided the company agrees to the return, the Company shall be entitled to invoice the Customer for and the Customer shall pay a minimum handling charge of 20% for stock items and 50% for made to measure items.

5. Cancelled Orders

The Company shall be entitled to invoice the customer for and the Customer shall pay for 20% handling charge on cancelled orders for ex-stock items and a 50% handling charge on made to measure items depending upon the stage of manufacture. Fabric cut to order will be invoiced accordingly.

6. Retention of Title

- (a) It is a condition of contract that the property in all the goods to be delivered by the Company to the Customer shall remain vested in the Company until payment due under all contracts between the Company and the Customer has been made in full.
- (b) Upon the fitting of the goods into any structure or sub-structure premises or site of the Customer or its clients the property and the goods both in law and in equity shall there upon vest in the Company until payment due under all contracts between this Company and the Customer has been made in full.
- (c) Until payment due under all contracts between the Customer and the Company has been made in full, the Customer shall hold the goods on trust for the Company and shall be liable at the request of the Company at any time to deliver up the goods to the Company.
- (d) Notwithstanding that the title of all goods to be delivered to the Customer by the Company shall remain vested in the Company until the Company has received payment in full, the risk of damage to or loss of all or any such goods shall pass to the Customer forthwith upon delivery thereof to the Customer.
- (e) The Company reserves the rights to repossess any goods supplied to the Customer which remain the Company's property hereunder and thereafter to resell the same and for this purpose the Customers hereby grants an irrevocable right to the Company through its employees

and agents to enter upon all and any premises on which the goods may be. This right shall continue notwithstanding termination of the contract for any reason whatsoever.

- (f) Without prejudice to any other rights of the Company against the Customer the Company shall be entitled immediately to terminate each of its contracts with the Customer at any time upon the occurrence of any of the following events.
- (i) If the Customer commits any acts of bankruptcy or compounds or makes any arrangements with the Customer's creditors or executes a bill of sale on the Customer's goods or if any execution or distress is levied upon the goods of the Customer or
- (ii) If the customer being a company is wound up (whether compulsorily or voluntarily) or a receiver of its assets is appointed or a wind-up petition is presented or any other steps taken to wind the Customer or place it in receivership or
- (iii) If the Customer makes a default in respect of any of its obligations under any of its Contracts with the Company.

Upon occurrence of any of the said events (notwithstanding anything to the contrary herein) all amounts in respect of any goods sold by the Company to the Customer shall become immediately due and payable.

7. Trade Terms

The Company reserves the right to review prices and terms at any time and therefore these are subject to alteration without notice. Orders are to be accepted at prices and the terms ruling at the date of despatch

8. VAT

Prices are exclusive of VAT which will be charged in addition at the current rate as required by HMRC.

9. Claims

Any claims for damages must be received by the Company – "And any carrier engaged in the transport of Goods"- in writing (other than on the carriers delivery note), within 3 days of receipt of the goods by the Customer. Claims for loss in transit must be submitted within 10 days of despatch of the goods.

10. Product Changes

The policy of the Company is one of continuous improvements, the Company therefore reserves the right, without notice to change designs or specifications of all our goods described in the price list or temporarily withdraw Goods from it.

11. Force Majeure

The Company shall be under no liability to the Customer in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion, earthquake, act of God, flood, drought or bad weather, the unavailability or late delivery of supplies inability to secure labour, or requisitioning or other act of order by any Government department, Council or other duly constituted body.

12. Personal Information

We, or our authorised sub-contractors, will use the personal information you provide to us: (a) to supply the Goods to you; (b) to process your payment for the Goods; and (c) if you agreed to this during the order process, to inform you about similar Goods that we provide, but you may stop receiving these communications at any time by contacting us. We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. Northern Ireland Law

Any contract formed by acceptance of the Customer's order shall be construed and governed in all respects according to Northern Ireland Law.