

Dunelm Glass Limited - Terms & Conditions of Sale

1. Introduction

1.1 In these Conditions:

“Seller” means Dunelm Glass Limited a company incorporated in May 2007 (*formerly operating as Dunelm Glass Sculptures since 1983*)

“Buyer” means the person whose order is accepted by the Seller

“Goods” means all goods and/or services which are supplied to the Buyer by the Seller under any contract between them

“Conditions” are the standard terms and conditions of sale set out in this document and including any special terms and conditions included in the Seller’s quotation or otherwise agreed in writing between the Buyer and the Seller

“Contract” means any contract between the Seller and the Buyer for the purchase and sale of Goods

1.2 Any reference in these Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Sale

2.1 Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller. In either case these Conditions shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to the Contract shall be binding unless agreed in writing by the authorised representatives of the Buyer and the Seller.

2.3 For ‘First time’ business the Buyer will be subjected to the Sellers pro forma system for the first three orders placed. Thereafter 30 days will be granted subject to credit checks.

2.4 All prices quoted are nett costs and will be subjected to VAT at the current percentage rate.

2.5 All quotations will be valid for 30 days from date of issue, unless otherwise stated. Repeat orders may be subject to change without notice.

3. Orders

3.1 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's purchase order (if accepted by the Seller).

3.2 The majority of products that we supply are handmade and many may include slight inconsistencies in shape and size.

3.21 Only goods that are deemed to be of merchandisable quality will be supplied. The right is reserved to offer an alternative to the standard product when the original item is not available. In these circumstances the replacement item is guaranteed to be of similar or better quality than the standard item.

3.3 No order which the Seller has accepted and proceeded to personalise, after artwork approval may be cancelled by the Buyer except with the Seller's agreement in writing and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages and expenses incurred by the Seller as a result of cancellation.

3.4 Orders cancelled prior to artwork approval may be subject to a 5% re-stocking fee.

4. Samples

4.1 Samples are charged for unless otherwise agreed in writing, they will be credited when returned within 60 days and in the condition they were supplied.

4.2 Pre Production samples are non returnable.

4.3 Postal and carriage charges for samples remain payable.

5. Price

5.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's price list current at the date of acceptance of order. All prices quoted are valid only for the particular order which the Buyer makes.

5.2 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis and subject to carriage.

5.3 The price is exclusive of value added tax or any other applicable sales tax, which the Buyer shall be liable to pay to the Seller in addition to the price.

6. Terms of Payment

6.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery.

6.2 The Buyer shall pay the price of the Goods as invoiced in full within 30 days of the date of the Seller's invoice, unless otherwise agreed in writing.

6.3 The Buyer shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution whatsoever arising. The time of payment of the price shall be of the essence of the Contract.

6.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall (at its option) be entitled to

6.4.1 Cancel the contract and/or suspend any further deliveries to the Buyer; and

6.4.2 Charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 8% per annum above Bank of England base rate until payment in full is made; and

6.4.3 Charge the buyer for any costs (both before and after any judgement) associated with collection of late payment by own or third party means.

6.5 Legal and beneficial ownership of any goods supplied shall remain with the Seller until full payment has been received.

7. Delivery

7.1 Delivery of the Goods shall be made ex-works and the Goods will be collected by our carrier chosen by the Seller unless the Buyer shall specifically nominate a carrier.

7.2 Any dates quoted for delivery of the Goods are approximate only. The Seller shall not be liable for any delay in delivery of the Goods and time shall not be of the essence in respect of any delivery dates given. The Goods may be delivered early by the Seller on giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 Without prejudice to the other terms hereof if the Seller fails to deliver the Goods for any reason other than a cause beyond the Seller's reasonable control or the Buyer's fault, the liability of the Seller shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

7.5 If the Buyer fails to take delivery of the Goods then, without prejudice to any other right or remedy available to the Seller, the Seller may:

7.51 Store the Goods until actual delivery and charge the Buyer for the reasonable costs, including insurance and storage; or

7.52 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for any excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8. Shortages or Breakages

8.1 The risk of loss and damage to the Goods shall pass to the Buyer immediately on delivery. The Buyer shall report any shortages or damage to the Goods during transit to the Seller within three working days of receipt.

9. Termination

9.1 The Seller shall be entitled to terminate these conditions or any contract for sale of the Goods immediately by written notice to the Buyer if:

9.1.1 The Buyer commits any continuing or material breach of any of the provisions of this Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

9.1.2 Any encumbrance takes possession or a receiver or administrative receiver is appointed over any of the property or assets of the Buyer;

9.1.3 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order; the Buyer (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (except for the purposes of an amalgamation or reconstruction) or passes a resolution for its winding-up or has a petition for its compulsory winding-up presented against it; that other party ceases, or threatens to cease to carry on business; or Anything analogous to the forgoing occurs in relation to the Buyer under the laws of any jurisdiction to which the Buyer is subject.

9.2 If any of the events set out in clause 9.1 occurs the Seller shall, without prejudice to any other right or remedy available to the Seller, be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. General

10.1 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the English Courts shall have exclusive jurisdiction to decide any dispute

concerning the Contract or the subject matter of the Contract provided that the Seller may sue the Buyer in the courts of any country, such provision being for the sole benefit of the Seller.

11. Returns Policy

11.1 Personalised, custom made or specially ordered products may not be returned except pursuant to your statutory rights.

Your statutory rights are not affected by Dunelm Glass Limited's terms and conditions of sale.

Please contact us if you have any further questions. We reserve the right to alter any of these terms.