

Credit Application Terms and Conditions

1. DEFINITIONS

In these conditions “the Company” means Contour Showers Limited. “the Customer” means the person, firm or Company who receives the Company’s goods or whom the Company’s quotation, invoice or acknowledgement of order is addressed; “the goods” means the products supplied by the Company to the Customer.

2. PRICES

Prices contained in a price list / quotation / catalogues, etc... are those ruling at the date thereof and are for guidance only. The Company reserves the right to adjust the quoted prices to the prices to the prices current on the date of despatch. All prices are subject to VAT at ruling rate.

Price Fluctuation: The price and terms are based on conditions ruling at the date thereof and are subject to alteration at any time.

3. TERMS OF PAYMENT

- (a) Strictly nett within 30 days following the date of the invoice for approved accounts only.
- (b) For no-approved accounts pro-forma payment / cash with order.
- (c) Failure by the customer to pay in accordance with the terms of the contract shall entitle the Company as its options to: (i) with hold future deliveries until such payment has been made and
(ii) charge interest at 3% above Natwest base rate for each day the amount remains outstanding after the due date.

4. DELIVERY

- (a) So far as it is reasonably possible the Company will meet quoted delivery dates but such dates are not guaranteed and time shall not be of the essence of this contract.
- (b) The Company shall not be liable to make good to the Customer any damage or loss arising directly or indirectly out of delay in delivery of the goods nor will the company be liable for any consequential or special loss claimed by the customer including without limitation delay detention loss of profit loss of production loss of time charges or liability to third parties.
- (c) Should the company over deliver goods to the customer and should the Customer not inform the Company within 7 days in writing, the Company may at its option either repossess the excess goods or invoice them and be paid forthwith by the Customer for the excess goods at the price ruling at the date of delivery.
- (d) The Company insures all goods until they reach the Customer’s premises.

5. PASSING OF TITLE IN PROPERTY

- (a) Ownership of the property in the goods supplied shall not pass to the Customer until all monies owing to the Company in respect of such goods have been paid to the Company in full.
- (b) The risk incidental to the goods shall pass to the Customer with delivery and the Company will not be liable to the Customer for any loss or damage to the goods howsoever occurring after delivery to the Customer.
- (c) If the Customer shall, notwithstanding that he has no title to the goods supplied under paragraph (a) hereof, re-sell or agree to re-sell the goods to a third party the Customer shall keep the sale proceeds of such re-sale separate and distinct from the Customers other monies at all times until payment has been made in full by the Customer to the Company and until such payment the Company shall be entitled to such proceeds of re-sale.
Nothing contained in sub-clause (c) hereof shall be deemed to create a legal charge over such proceeds of resale but shall impose upon the Customer a fundamental contractual obligation.

6. TESTING AND INSPECTION

The Company reserves the right to charge the Customer for samples.

7. CANCELLATION OR VARIATION

- (a) Cancellation of an order can only be made by mutual consent, but where the Company agrees that an order may be cancelled the Company nevertheless reserves the right to levy charges on the Customer for any loss the Company has suffered as a result of the cancellation.
- (b) In the event of the Customer altering the requirements of the contract after instructions have been received by the Company the Company reserves the right to amend the delivery time and to charge for any costs incurred as a result of the alteration. Goods made to special order cannot be cancelled.

8. NON – DELIVERY, DAMAGE OR LOSS IN TRANSIT

CLAIMS: Any damage or shortage in transit should be reported to the Carrier in writing within three days followed by a claim, within seven days. In the case of non-delivery this loss should be reported within 14 days followed by a claim within 24 days. Neglect to comply with such regulations will invalidate any claim.

9. FORCE MAJEURE

The Company will make every effort to carry out the Contract in accordance with its terms but it shall not be liable for any failure on its part to perform any term of the contract from any cause outside the Company’s control including (but without prejudice to the generality of the foregoing) act of God, war, strike, lock-out or other industrial dispute, fire or flood

10. LAW AND INTERPRETATION

This contract shall be governed by English law and the buyer shall submit to the non-exclusive jurisdiction of the English Courts. If any of these conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and no further.

11. GUARANTEE

The Company does not warrant or guarantee that the goods will be fit for the Customers specific purpose unless exact details of such purpose have been notified in writing to the Company’s order. The Company warrants that its products will be free from defects in workmanship and materials for a period of 2 years from the date of consumer purchase. The Company will, at its option, repair or replace with a comparable type or size, any defective product or component without charge upon notification, examination and confirmation of the defect. This warranty applies only to manufacturing defects and does not apply to damage caused by abuse, misuse, improper installation or any other type of damage. Consequential damages, including water damage and re-installation costs are excluded.

12. No verbal agreement shall be binding unless confirmed in writing