

GENERAL TERMS OF SALE

1. GENERAL

All quotations are given and all orders are accepted on these terms, which supersede any other terms appearing in the Seller's catalogue or elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations, and any course of dealing established between the Seller and the Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to these terms.

2. THE GOODS

All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein, and nothing contained in any of them shall form part of the contract.

3. THE PRICE

The Company will use every endeavour to execute the Contract at the price specified in the Contract but reserves the right to alter the price if necessitated by any alternation in the cost of materials, labour, transport or packages or by any other circumstances beyond its control. The Company shall give to the Customer notice in writing of any alteration in price and such alterations shall become effective forthwith. If the Customer is not prepared to accept any increase in price so notified, he shall have the right to be exercised within fourteen days of the Company's notice to cancel the undelivered portion of the goods sold under the Contract.

4. CANCELLATION

The buyer may not cancel or return the order without the consent of the Seller. However, if the cancellation or return of the order is approved the Buyer will be subject to paying an administration and restocking charge of 20% or a minimum charge of £40.00 whichever is greater plus payment of all delivery/collection charges which are applicable.

5. PAYMENT

All items must be paid in full with fund cleared prior to delivery. We accept BACS, Cheques, and most Credit and Debit cards. We do not accept cash or cheque on delivery. Cheques should be made payable to Eden Contract Furniture. Accounts may be offered at the discretion of the Directors, but this will only be after a successful initial trading period on a pro-forma basis. All accounts are operated on a strict 30-day from date of invoice policy. 2% per month will be charged on all overdue accounts.

6. DELIVERY

- A. All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract.
- B. All deliveries are made to a ground floor location during normal office hours unless previously arranged.
- C. The Seller shall not be liable for any loss of any kind to the Buyer arising from any damage to the Goods occurring after the risk has passed to the Buyer however caused, nor shall any liability of the Buyer to the Seller be diminished by reason of such loss.
- D. The Seller shall not be responsible for strikes, lockouts or force majeure.

7. PASSING OF RISK OF PROPERTY

- A. Risk of loss or damage to the Goods shall pass to the Buyer from the time of delivery.
- B. The property in the Goods shall not pass to the Buyer until all sums from time to time owing by the Buyer to the Seller have been paid, and until payment of all such sums, the Seller shall remain the owner of the Goods.
- C. Such sums shall not be treated as paid until all cheques, bills of exchange or other instruments of payment given by the Buyer have been met on presentation or otherwise honoured in accordance with their terms. The Seller may sue for the whole of the price of any Goods delivered at any time after such instruments have become payable.
- D. In the event of any sale or other disposition of the Goods by the Buyer, the Buyer shall hold on trust for the Seller: -
 - a) If the Goods have not been mixed with or incorporated into other goods, the whole of the proceeds of sale: or
 - b) If the Goods have been mixed with or incorporated into other goods, a just proportion of the proceeds of sale.
- E. If the Buyer defaults in the punctual payment of any sum owing to the Seller then the Seller shall be entitled to the immediate return of all Goods sold by the Seller to the Buyer (or the documents of title thereto) in which the property has not passed of the Buyer, and the Buyer hereby authorises the Seller to recover the Goods or documents and to enter any premises of the Buyer for that purpose. Demand for or recovery of the Goods or documents by the Seller shall not of itself discharge either the Buyer's liability to pay the whole of the price and take delivery of the Goods or the Seller's right to sue for the whole of the price and for the avoidance of doubt all monies then outstanding shall be immediately due in respect of Goods already supplied notwithstanding any credit period mentioned in the payment terms referred to in this document.

8. INSPECTION OF GOODS

The Buyer shall inspect the Goods immediately on delivery thereof and shall within three days from such delivery give notice in writing to the Seller of any matter or thing by reason whereof the Buyer may allege that the Goods are not in accordance with the order. If the Buyer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be deemed to have accepted the Goods accordingly. The Buyer will have no claim unless such notice is given.

9. PROPER LAW

The Contract shall be governed by and construed in accordance with English Law.

10. ASSIGNMENT

The Buyer shall not assign any benefit under the contract without the consent in writing of the seller, which may if given, be on such terms as to guarantee or indemnify or otherwise as the Seller thinks fit.