

# TERMS AND CONDITIONS of SALE/SUPPLY

## 1. Definitions:

<b>Seller</b>	DesignerMark
<b>Customer</b>	The person, firm, company, corporation or public authority purchasing goods or services from DesignerMark.
<b>Supply</b>	The goods or services the subject of a contract of sale to which these Terms and Conditions of Sale apply.
<b>Conditions</b>	The Terms and Conditions of DesignerMark hence contained relating to the supply of goods or services. Any conditions in a Customers Order which may conflict with the Conditions hereof or in anyway negate or qualify these Conditions shall be excluded.
<b>Order</b>	The order placed by the Customer for the supply of goods, or the provision of services, or a combination of both.

- 2. Product:**
- Products may vary in specific specification. The Seller will ensure as much as is practical that the Supply matches the detail of the design and/or the published picture or description of the Supply, but will not be responsible for any minor differences.
  - The Supply will be produced to as close a tolerance to the specification as is practically possible, but will be dependant on the scale and design of the finished Supply.
  - When any tone or texture is specified the colour or texture will be as close as practical to that required. No responsibility is held by the Seller for any slight differences, due to the nature of any natural materials components, or ingredients.
  - Materials and ingredients used in the execution of any Order will be at the discretion of the Seller, provided that they are fit for purpose and within the spirit of the Supply and Order.

- 3. Assemblies:**
- Where the Customer has specified the design and/or manufacture, the Seller does not accept responsibility for compatibility.
  - Where the Customer has provided materials or ingredients to the Supply, the Seller does not accept responsibility for their suitability, compatibility, or the finished tolerance, and the Seller reserves the right to charge for any consequential loss incurred by the Seller as a result of delay, failure or incompatibility of the whole or part of these materials or ingredients.

- 4. Specifications:** The Customer shall provide all details and relevant specifications for any Order for products or services, unless otherwise agreed, and confirmed in writing by the Seller.

- 5. Copyright:** All drawings, copy, notes, tables, artwork and specifications originated by the Seller will remain the copyrighted works of the Seller. Reproduction in whole or in part, or the use of the concept, in whole or in part, is forbidden. Disclosure of the copyrighted works of the Seller to any other party whatsoever, or use in whole or in part for the manufacture of similar products for the Buyer or other parties, is forbidden. All copyrighted material, and any samples or prototype products shall be returned to the Seller on demand.

- 6. Prices:**
- Quotations are based upon the information made available to the Seller at the date of the quotation and in the event of any variations or instructions by the Customer, the Seller reserves the right to amend the quoted price.
  - Quotations and prices are based on costs prevailing at the time when they are given or agreed. The Seller shall be entitled to adjust the price of the Supply as at the time of delivery by such amount as may be necessary to cover any increase in costs sustained by the Seller after the date of quotation or order. Quotations may be withdrawn at any time before receipt of the Customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within 30 days from the date of quotation.
  - Quotations are based on supply being ex. works. The cost of packaging, carriage and installation will be an additional charge, unless otherwise agreed in writing by the Seller, or detailed in the quotation.

- 7. Cancelled Orders:** Should the Customer cancel the order or any part thereof, the Seller reserves the right to charge all costs incurred to date and additionally to charge for any consequential loss incurred by the Seller as a result of cancellation of the complete or part of the Order.

- 8. Payment:**
- Unless otherwise stated all Prices are net for settlement within 30 days of invoice date (excepting as detailed in 14.). Overdue payments will be charged from the due date at 4% above the Bank of England's lending rate at that time, on a daily rate basis. Time of payment shall be of the essence of the Contract.
  - Orders in excess of £2,000, excluding any VAT, will require payment with order of 30-50% of the net order value. The exact % and enforcement to be at the discretion of the Seller.
  - In the case of any dispute regarding any Supply each case must be considered in isolation and no set-off is permitted unless specifically agreed in detail in writing by the Seller.

- 9. Delivery:**
- The Seller's responsibility ceases upon loading the Supply onto the Customers vehicle or carrier.
  - When delivery is included in the Seller's quotation it is the responsibility of the Customer to ensure that all Supply is inspected and signed for by the Customer prior to unloading.
  - No claims for damages or deficiencies will be considered unless the carrier's rules are complied with and the delivery note is marked "damaged" or "deficient", and the Seller receives notification in writing within 3 days of delivery date.
  - In the event of the Customer being unable to receive the Supply or causing delays in unloading or installation of Supply, the Seller will claim from the Customer any carrier or handling charges that occur, or other losses or costs incurred.
  - Dates or times for deliveries of Supply specified are estimates. The Seller will not be liable for any consequential direct, or indirect losses arising from delays in delivery of the Supply.
  - The risk in the Supply shall pass to the Customer immediately upon delivery. The ownership of the Supply shall remain with the Seller until all Supply delivered has been paid for in full. Until ownership of the Supply passes to him the Customer will, after their delivery, hold the Supply as the Seller's bailee.

- 10. Returned Supply:** Returned Supply must be received by the Seller in the same condition as supplied, within 7 days of supply, at the expense of the Customer. Returned Supply that has been supplied correctly to the Customer's specification will be subject to a handling charge of 15% of the purchase price, net of VAT.

- 11. Exclusion:**
- Unless the Seller has expressly guaranteed in writing the suitability of the Supply for a particular purpose, no warranty, or condition shall be implied in Law that the Supply is suitable for any particular purpose whether such purpose has been made known to the Seller or not.
  - It is the Purchasers responsibility to ensure that any receipt of Supply complies with current Law or statutory consents, and any other statutory regulations. The Seller does not accept responsibility for statutory compliance unless specifically stated in the quotation for the Supply.

- 12. Liability:** The Seller does not accept responsibility for any consequential liability whatsoever arising from the order, nor for delay caused by circumstances beyond its control. Under no circumstance will the Seller's liability for any loss or damage however caused, which may arise directly or indirectly from the order, exceed the amount charged for the Supply provided.

- 13. Force Majeure:** The Seller shall not be liable for any breach of contract for late or non-delivery of any Supply arising from: Act of God, Force Majeure, Riots, Civil Commotion's, Military or Usurped Power, Government Order Direction or Legislation, Fire, Labour Disturbances, Adverse Weather Condition, Year 2000 Computer Date Error/Failure or any other matter whatsoever.

- 14. Export:** Payment for exported Supply shall be paid for in the UK. in pounds sterling. Payment in full must be received by the Seller's Bank before shipment of Supply. Any Bank charges, in whatever form and for whatever service connected with the sale of the Supply, must be additionally paid by the Customer. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Supply into the country of destination and for the paying of any duties thereon.

- 15. Governing Law:** These Conditions of Sale shall be governed by and construed in accordance with the Law of England.