

PORCELAIN and CERAMIC TILE specialist

The Paddock, Ewell, Epsom, Surrey. KT17 3BZ

Established since 1955

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BERNARDARNULL
PORCELAIN & CERAMIC TILE SPECIALISTS

TERMS AND CONDITIONS;

1. **BERNARD J ARNULL & CO LIMITED** reserve the right to charge the prices ruling at the date of despatch. Prices and discounts are subject to alteration with or without notice and are subject to VAT at the current rate.
2. **CARRIAGE;** Carriage is free via a National Carrier to any site or depot in the mainland UK on all orders over £2750.00 GBP in value ex VAT. Carriage is chargeable for all deliveries of less than this value. We reserve the right to charge for special deliveries (e.g. overnight).
3. **DELIVERY OF GOODS;**
 - a. Copy of the delivery note must be signed on receipt of the goods. Unless any damage or deficiency is recorded thereon, we cannot accept any responsibility. Goods signed for as unexamined or unchecked is not recognised by transport authorities and is taken as meaning the goods have been received in a satisfactory condition. Damage must be notified to us in writing within 3 days of receipt of goods, and delay or loss within 14 days of the date of Invoice to enable us to lodge a complaint with the carrier on your behalf.
 - b. Goods will not be accepted for credit unless our prior consent in writing has been obtained, and we reserve the right to impose a handling charge of a minimum of 20% of the invoice price. Only full boxes will be accepted for credit. Where a special order is concerned (i.e. for orders which have been imported specially) goods will only be accepted for restocking at our discretion. Goods returned with our approval will only be accepted if properly packed and carriage paid to our Warehouse.
 - c. The risks of goods shall pass to the buyer at the point of delivery specified by the buyer. Notwithstanding delivery and the passing of risk the property of the goods will remain with the seller until the buyer has paid all monies owed to the Seller under this contract.
4. **LIABILITY;** Our liability for goods found to be defective is confined to free replacement only, and no claim for consequential loss or damage will be entertained. We do not accept any liability whatsoever for damage or loss arising in our opinion from incorrect or faulty installation, servicing, miss-use, neglect, abnormal conditions of working, failure to store in proper conditions or failure to observe our installation instructions. We deal on a wholesale basis and do not accept any responsibility for goods being suitable for the purposes for which they are required or for use under any set of conditions. Any express or implied terms conditions or warranties statutory or otherwise which conflict with the provisions of this clause are expressly excluded.
5. **SPECIALS;** Special orders are only accepted in writing and delivery periods from the manufacturers cannot be guaranteed. Special order cancellations will only be accepted in writing and can only be accepted prior to despatch or production from the manufacturer. Returns of specials for restocking will only be accepted at our discretion.
6. **DAMAGED/ SCRATCHED GOODS;** We recommend that a thorough inspection of all goods is made before a signature is given on our delivery note. No liability will be accepted by us for damaged or scratched goods once a signature has been given.
7. **QUOTATIONS;** All quotations ex-stock are subject to goods being unsold on receipt of order. Prices in quotations when accepting orders or at any time are subject to variation and any orders accepted shall be subject to the express conditions that prices ruling at the time of despatch of the order, or any part thereof shall apply.
8. **SHADE VARIATION ON;** Shade variation is inherent in all tile products. Slight variation in colour or texture such as may be natural to the material cannot be excluded, but we assure you that such variations do not affect the soundness.
9. **OWNERSHIP OF GOODS;** Full legal and beneficial ownership of goods to be delivered by us will only be transferred to the buyer when the buyer has paid all monies owing to us in respect of the goods concerned. Until date of payment the buyer will store the goods in such a way as to show that they remain our property. Until full payment from the buyer the buyer shall keep the goods as bailee and hereby authorises us to enter onto the premises in which the goods are stored in order to inspect and repossess the same.
10. **REPOSSESSION;**
 - a. Goods supplied remain our property until paid for by the Buyer and can be collected by us in lieu of payment. In bankruptcy, receivership or liquidation or where the Buyer is in breach of this Agreement or any other agreement with us, goods supplied and remaining our property as not paid for can be collected by us against outstanding monies due in respect of such goods.
 - b. In the event the goods are resold before payment is made in full we shall (without prejudice to our rights against the buyer) be entitled to the proceeds thereof or to the rights of the Buyer to receive such proceeds and the Buyer shall at its own cost do all such things and execute all such documents as we may from time to time require to enable us to sue for and recover either in our own name or the name of the Buyer all such proceeds. Any such proceeds received by the Buyer prior to our being paid will be held by the Buyer in trust for us.
11. **VALUE ADDED TAX;** Prices quoted on all our Price Lists do not include Value Added Tax. This will be charged on our Invoice at the rate prevailing at the time.
12. **PAYMENT TERMS;** We reserve the right to charge interest at 4% above the current base rate for the time being if payment is not made on the due date.
13. **DELIVERY DATES;** Any delivery dates given are on a best estimate basis only.
14. **ASSIGNMENT;** No assignment of contracts or orders are permitted without our prior consent
15. **FORCE MAJEURE;** We have no liability for any failure on our part to perform our obligations for any reason outside our control, for example labour disputes, failure in supplies, shortage of material or labour.