

## TERMS & CONDITIONS

### 1. GENERAL

(a) These Terms and Conditions which supersede all earlier Terms and Conditions, shall apply to all sales and no variation or purported variation (including in particular any terms and conditions on the Buyers contract or offer form), whether before or after the making of the contract, shall have effect unless expressly agreed to in writing by Allstyle Distribution LTD, T/A Allstyle Group. (Here in **after referred to as 'the Company'**)

(b) There shall be no contract between the Company and the Buyer until the Company **accepts the Buyer's order.**

(c) The contractual rights which the Buyer enjoys by virtue of sections 12,13,14 & 15 of the Sale of Goods Act, 1893(as amended) are in no way prejudiced by anything contained in their Terms & Conditions save (if the Buyer is not dealing as consumer or in the case of an International Sale of Goods) to the extent permitted by law.

(d) Words and expressions defined in the Sale of Goods Acts 1893 and 1980 shall, when used in these Terms and Conditions, save where the context otherwise requires, bear the same meaning as therein.

(e) All goods supplied hereunder shall be to the customary trade standard and subject to the usual allowances for shading, mill rolling, cutting, planning, shrinkage, drying and other recognised tolerances.

(f) The Buyer shall satisfy himself/herself at the time of purchase that the shading or colouring of the goods is appropriate and the Company shall not be responsible in the event that the colouring or shading of the goods is different from the sample goods.

**(g) If goods are ordered by a Buyer which are to be made according to the Buyer's** requirements a non-refundable deposit shall be paid by the Buyer to the Company at the time of the order. The deposit shall be non-refundable and no refund shall be made of this deposit for any reason.

### 2. TRANSFER OF OWNERSHIP

(a) The property in the goods shall remain in the Company until the Company has received payment in full for all sums due and owing on any account by the Buyer.

(b) If the Buyer shall sell or otherwise dispose of the goods before payment in full as aforesaid has been made to the Company, the Buyer shall in such case act on his own account and not as agent for the Company and shall on request furnish the Company with the names and addresses of the persons to whom such disposals have been made together with all necessary particulars to enable the Company to recover any outstanding sums due for such persons.

(c) So long as the property in the goods shall remain in the Company, the Buyer shall hold the goods as bailee for the Company and store the goods so as to clearly show them to be the property of the Company and the Company shall have the right, without prejudice to the obligations of the Buyer to purchase the goods, to retake possession of the goods (and for that purpose to go upon any premises occupied by the Buyer)

(d) Nothing in this clause shall confer any right upon the Buyer to return the goods. The Company may maintain an action for the price notwithstanding that property in the goods shall not have vested in the Buyer.

### 3. DELIVERY

(a) Any times quoted for delivery are estimates only and the Company shall not be liable for failure to deliver within the time quoted.

(b) If the Buyer does not receive the goods within seven days from the date of the relevant invoice, the carrier and the Company must at once be informed.

(c) The Company shall be entitled to make partial deliveries or deliveries by instalments & the terms and conditions herein contained shall apply to each partial delivery.

(d) Where goods are to be delivered by public carrier the liability of the Company shall cease immediately the goods are delivered to the said carrier its servants or agents for delivery to the Customer.

(e) The signature of any employee of the Customer acknowledging receipt of the goods shall be conclusive evidence of receipt of the goods specified on the relevant delivery docket.

Signing "un-checked" or similar will not be accepted, deliveries must be checked in full.

(f) For palletised deliveries, the goods will be delivered as close as possible to your front door. If this location is unreachable for any reason, such as narrow roads, up flights of stairs or any other obstruction, delivery will be made as near to your property as possible.

(g) The driver is not insured to take the goods inside your property. We recommend at least 2 able bodied persons are available to receive and check the delivery and carry the goods inside.

(h) Further charges may apply if delivery vehicles are unable to perform the delivery and are kept waiting. **A charge of €50 per additional 30 minutes waiting** time may apply after the first 30 minutes waiting to perform the delivery.

(i) If we are prevented from performing the delivery for any reason such as access to the property, local traffic, site specific issues or any other reason a re-delivery fee may be charged.

(j) If additional staff are required in order to perform the delivery for any reason, an additional charge of **€150 per person per delivery may apply**.

(k) Damages/ breakages must be reported within 48 hours of delivery so that they can be investigated. Products damaged in transit must be noted at the time of delivery documented on the delivery paperwork and the delivery/damaged items. Claims for products damaged in transit will not be accepted if goods have been signed for as being received in good condition. Signing "un-checked" or similar will not be accepted, deliveries must be checked in full.

(l) Orders cancelled after the goods have been dispatched from our distribution centre or our suppliers will result in a refund of the value of products, less any costs incurred by us in recovering the items back to our distribution centre or our **supplier's** warehouse.

#### 4. RISK OF LOSS OR DAMAGE

(a) Notwithstanding that the property in the goods may not have passed to the Buyer, the Buyer shall carry all risk of loss of or damage to the goods from the time when the goods are delivered to a carrier for transmission to the Buyer or the prior delivery to a carrier for transmission to the Buyer, or the prior delivery of the goods to the stipulated place either of which constitute delivery to the Buyer, and Section 32 (2) and (3) of the Sale of Goods Act, 1893 shall not apply.

(b) From when the risk of loss or and damage to the goods commences to be carried by the buyer until the Company is paid in full for the goods, the Buyer shall:

(i) Indemnify and keep indemnified the Company against all loss of and damage to the goods and against any reduction in the re-sale value thereof below the

Price to be paid therefore by the Buyer.

(ii) Insure and keep insured the goods in an amount at least equal to the price to be paid therefore by the Buyer and

(iii) Hold upon trust for the Company absolutely all proceeds of such insurance.

#### 5. PRICE

Any price quoted by the Company or comprised in the contract is provisional only and is subject to market fluctuations and/ or changes in basic national wage rates, freight charges, rates of exchange, cost of materials (including raw materials) or other relevant costs. Whilst every effort will be made to maintain prices quoted the Company reserves the right to execute orders at prices ruling at the time of delivery. Prices quoted remain effective for 10 days only.

#### 6. TERMS OF PAYMENT

(a) Payment shall be made in accordance with agreed terms

(b) The Buyer shall pay to the Company interest on overdue payments calculated on the day to day balance at a rate of interest equal to that from time to time payable by the Company on overdraft borrowings. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments and thereby compounded, from time to time as the Company may determine. A statement from the Company as to the rate of interest applicable under this paragraph shall, in the absence of manifest error, be conclusive.

**(c) Nothing in this clause shall be taken as limiting the Company's rights under clause 8.**

(d) All Cheques and Bank Drafts take 7 working days to clear.

## 7. REMEDIES FOR ANY DEFECTS ETC

(a) If by any reason of any defect in the goods there shall be a breach of any implied condition or warranty applicable thereto, the Company shall at its option either repair or replace the goods or issue credit to the Buyer, provided that:

(i) The Company is notified in writing within 7 days of the discovery of any such defects by the Buyer and in any event not later than 21 days after the purchase

(ii) The relevant goods are returned to the Company at the cost of the Buyer

(iii) Examination of such goods by the Company shall disclose to its satisfaction (that the defect or failure to conform to specifications existed at the time of delivery or) that a breach of an implied condition or warranty shall have occurred as aforesaid, and in particular that the goods shall not have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Company and;

(iv) The Buyer shall pay to the Company the cost (as stated by the Company) of any examination of the goods as a result of which the Company does not admit liability.

The Company has its registered office at: Finisklin Road, Sligo, Co. Sligo.

(b) All implied conditions and warranties other than those arising under Section 12 of the Sale of Goods Act, 1893 (as amended) are hereby excluded in relation to parts, components and accessories supplied by, but not manufactured by, the Company but the Company will so far as possible pass to the Buyer the benefit of any guarantee, condition or warranty given to the Company by the manufacturer.

(c) The **Company's liability for any claim, whether in contract, tort (including negligence) or otherwise**, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, resale, replacement or use of any of the goods shall in no case exceed the price paid by the Buyer to the Seller for the goods which give rise to the claim, plus expenses of customs, taxes, freight and insurance. In no event shall the Company be liable for any loss of profits, or special or consequential damages suffered by the Buyer, including interest charges.

Nothing contained in this paragraph shall by implication create any liability or obligation on the part of the Company or effect or diminish any disclaimer or liability elsewhere contained herein.

(d) Except as expressly stated above all other warranties, conditions and representations, express or implied, statutory or otherwise, in relation to the quality or fitness for any particular purpose of the goods are hereby excluded and the Company shall not be liable in contract, tort or otherwise for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or in connection with the goods sold or any defect in them or from any other cause, whether or not any such matter amounts to a fundamental breach of a fundamental term of the contract.

**(e) The Company's liability under this provision shall be limited to a period of one year from the date of receipt of the goods to the Buyer.**

(f) The Buyer shall not reject any goods or cancel or purport to cancel the contract or any part of it because of an alleged default unless and until the Company shall have failed to correct such alleged default within thirty days of written notice specifying the default.

## 8. RETURNS

(a) A 15% Restocking charge will be applied to all goods returned for refund.

(b) Special order tile or bathware products, adhesives, grouts, underfloor heating, chemicals, natural stone (travertine, marble, slate), wood products and shower doors cannot be returned or refunded.

(c) In the interest of stock rotation and shade management, please return any complete products as soon as possible, but in any case not later than 4 weeks from date of purchase. All returns must be in perfect unopened packaging and fit for resale.

(d) All refunds will be dealt with by means of a credit note or refund cheque. This does not affect your statutory rights.

(e) Cash refunds will not be given under any circumstances.

(f) All returns must be accompanied by original documentation.

(g) All returns must be returned to the showroom of original purchase.

## 9. DEFAULT BY BUYER

(a) If the buyer:

(i) Fails to comply with any term of the contract (including stipulations as to payment), commits an act of bankruptcy, makes an arrangement or composition with creditors or suffers any distress or execution or

(ii) Resolves or is ordered to be wound up or has a receiver appointed. Then in such event, the Company shall have the right (without prejudice to any other remedies) to cancel any uncompleted order and withhold or suspend delivery of further goods, and to demand payment forthwith of all sums due by the Buyer to the Company.

(b) In the event the Company exercises any rights it may have to stop goods in transit because of the Buyer's financial condition, the Company may at its option resell such goods at **public or private sale without notice to the Buyer and without affecting the Company's rights** to hold the Buyer liable for any loss or damage caused by breach of contract by the Buyer.

## 10. INFRINGEMENT

The Buyer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done or the supply of goods in accordance with the Buyer's specifications which involves the infringement of any letters patent, registered design, copy right, trademark or trade name or other rights of confidentiality or information or industrial, commercial or intellectual property.

## 11. FORCE MAJEURE

The Company shall not be under any liability of whatever kind for non-performance in whole or in part of its obligations under the contract due to causes beyond the control of the **Company or beyond the control of the Company's suppliers including, but not limited to, war** (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, acts of the Buyer or a third party, failure or delay in actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of **God, delay in delivery to the Company or the Company's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure**. In any such event, the Company may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such causes.

## 12. ASSIGNMENT

The Buyer shall not assign or transfer or purport to assign or transfer to any other person the contract or the benefit thereof or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof or relating to the goods.

## 13. HEADINGS

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.

## 14. GOVERNING LAW

This contract shall be governed and construed in all aspects in accordance with the laws of the Republic of Ireland.

## 15. IMAGERY

Please note that all tile images are for display purposes only, all colours and textures are not depicted accurately. All tile sizes are approximate.

## 16. ACCURACY

Please note also, that quantities where measured and/or costed by us, are approximate only and we cannot accept responsibility for their accuracy. Designs, done by us, are given in good faith as guidelines only and we do not accept responsibility for their accuracy, suitability, safety or anything else.

## 17. NATURAL STONES

Natural stones are natural materials with inherent variations in colour, tonal markings and surface textures. All displays and samples are intended as guides only.

## 18. Allstyle Group GUARANTEE - TERMS & CONDITIONS:

Allstyle Group want you be 100% happy with your new purchase for many years to come. If for any reason your product breaks down or stops working due to a manufacturing fault we will be happy to replace it in part or in full as required within the guarantee period. To be covered by our Allstyle Group guarantee you must be the original purchaser of the product. All products must be bought in Ireland or the UK and installed by a qualified fitter and only covers domestic use. Products must be installed according to the **manufacturer's instructions** and maintained according to recommendations. Allstyle Group will not cover products against accidental or malicious damage, improper use or negligence. In our opinion if the product has been modified, neglected, wilfully or accidentally damaged, Allstyle Group is not responsible for this failure. This guarantee does not cover general wear and tear or poor installation. Allstyle Group will replace any item that has a **manufacturer's** fault, once the fault is notified to Allstyle Group within the guarantee period. Where an exact replacement is not available, Allstyle Group will offer a similar model. Allstyle Group reserves the right to charge for an installers time and replacement goods if the claim is not due to faulty manufacture. The Allstyle Group guarantee is a product warranty and will never cover consequential loss. This does not affect your statutory rights.

Thank you.