



## Terms and Conditions of Sale from Johnston Building Supplies Ltd Bathrooms, Tools and Materials

September 2018

### 1. Definition

The Company shall mean Johnston Building Supplies Ltd and the purchaser shall mean the other party in any quotation offer or purchase with the Company.

### 2. Application

No addition to variation of or exclusion to these conditions or any of them, (whether contained in any official order form of the purchaser or otherwise), shall be binding on the Company unless such addition variation or exclusion has been expressly and specifically accepted in writing by the Company.

### 3. Prices and quotations

Printed prices and/or quotations are subject to alteration or withdrawal without notice. Prices charged are those ruling on the date of dispatch and if V.A.T. at current rate applies.

### 4. Literature

All catalogues, brochures, specifications or other technical characteristics, data or descriptive matter including any sales promotional material issued by the Company are intended to give a general description of the products offered and shall not form part of any contract unless it shall be expressly agreed otherwise in writing.

### 5. Illustrations

Illustrations are given for the guidance of the purchaser and are intended to show the types of fittings offered. The Company does not undertake to supply as illustrated.

### 6. Suitability

Whilst the Company makes every effort to ensure that goods supplied are of merchantable quality it gives no warranty either express or implied as to their suitability for any special conditions or particular purpose of which the purchaser must be the sole charge. Where possible goods sold by this Company do comply with the conditions laid out in BS5750 and also The Control of Substances Hazardous to Health (COSHH) 1998.

### 7. Returns Policy

#### Damage Returns

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Baths and shower enclosures/glass panels should be inspected at point of delivery and should be returned on the vehicle. Damages reported at a later date on these products will not be considered for collection or credit, except in extreme circumstances and with the original packaging.

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Items that are reported as damaged, that are found to have been fitted, will not be collected or credited.

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All other damages should be reported within 72 hours and a reference number retained for future use.

### Faulty Returns

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All items, that have been reported as faulty, will not be collected unless full details of the fault have been identified.

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Items collected, that have been reported as faulty, will be collected and evaluated by the manufacturer upon receipt.

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Items collected, that have been reported as faulty, will not have a credit issued until the manufacturer has evaluated the fault, and deemed that it is suitable for credit.

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Items in a unhygienic condition to collect will require a photograph to be taken which will be sent to the manufacturer to be evaluated for credit.

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If a pump or electric shower has been fitted please contact the manufacturer's help line before attempting to remove the item, removal of the item without following this procedure may result in no credit being given. Salamander helpline 01234 355515, Galaxy showers helpline 01489 773126.

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Fitted items that are found to be faulty; in the first instance you must contact our Customer Services Department. Please do not attempt to remove the item before being advised to do so. A case file will be raised and sent to the manufacturer for evaluation for credit.

### Shortages

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All shortages on items delivered, must be reported within 24 hours of delivery to be considered for credit, we will investigate before any credit will be issued.

### Not Required Items

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Items that are reported as not required can be collected for credit providing that:-

1•

Items are in the original packaging and are in 100% re-saleable condition. Please note products will not be collected for credit if the packaging has been defaced in anyway.

2•

Items are returned within 5 business days.

3•

Items returned after 5 business days, but before 10 business days, will automatically incur a 15% re-stocking charge.

4•

Items returned after 10 business days will automatically incur a 25% re-stocking charge.

5•

Items requested for collection after 1 month will only be considered for credit once a full inspection has been carried out. They will automatically incur a 25-50% restocking charge.

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Special order items will not be considered for collection or credit.

Other Reasons for Return

1•

Items returned for any other reason must be in the original packaging and in 100% re-saleable condition for full credit to be issued and collection requested within 72 hours.

Each collection that is made must have a valid invoice number, which relates to the item being collected, with the correct invoice/delivery note number quoted. Items that are returned using incorrect or duplicated paperwork or that have no valid paperwork will not be considered for credit and may be returned to you.

All collection requests are to be made via our Customer Services department on 01580 766624 or by emailing [enquiries@jbstenterden.co.uk](mailto:enquiries@jbstenterden.co.uk)

A few of our manufacturers will not consider faulty items for credit unless a photograph has been taken of the faulty item in situ showing the nature of the fault. This includes, but are not exclusive to, Burlington, Aqua Cabinets, Britton, Clearwater and Cleargreen.

We respectfully request our customers to check the coding on the box against the item that has been ordered before opening or damaging the packaging, as it may not be possible to collect and credit once the item has been opened. Items delivered incorrectly need to be reported within 48 business hours to be considered for collection and credit.

Please be aware that our driver has the right to refuse to collect anything that does not meet the criteria set out above. All items that they do not have paperwork for, or that they feel it's in unsanitary condition to handle.

## 8. Health and Safety Issues

If a customer wishes to return any faulty item, which has been used, we must insist they do so in a hygienic way. All used items need to be covered and packed to avoid the spread of

germs. It should be noted that our driver has the right to refuse to collect goods not fully and hygienically packaged.

## 9. Waste

It is the responsibility of the recipient to dispose of any packaging provided with items.

### 10.1. Direct Orders and Site Deliveries

The Company will dispatch goods direct to a third party or site at the purchaser's request. Goods sent to a third party or to a site are dispatched at the purchaser's risk. Carriage will be applied in accordance with Clause

10.2. Where Johnston Building Supplies Ltd are requested to deliver goods to an address other than their customers main place of residence a site delivery risk assessment will need to be completed by our customer before the order is accepted. Johnston Building Supplies Ltd delivery driver or agents delivering on behalf of Johnston Building Supplies will only deliver goods to the threshold of any property. Our driver is not permitted to enter any property. From then onwards it is the responsibility of the recipient.

## 11. Special Routing

Goods will be sent by any special route, carrier or by post, at the purchaser's request. All goods so dispatched are sent at the purchaser's risk and any carriage and expenses incurred will be charged.

## 12. Carriage

Goods delivered by the Company's own vehicles are delivered free of Charge, unless below the Company's minimum order value.

## 13. Delivery

Any delivery dates or periods quoted by the company are estimates only, given in good faith and the Company shall not be liable for any loss or damages, whether direct or consequential, resulting from failure to meet such agreed delivery dates or periods. All goods shall be delivered to the purchaser's premises in the United Kingdom. Goods offered from stock are offered subject to their still being available when the purchaser's order is executed.

Delivery shall take place:

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Where deliveries are made by the Company's vehicle, or the Company's designated carrier. Claims for damages or shortages must be made within 24 hours. Excluding baths and shower enclosures which must be inspect at the point of delivery.

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Where goods are collected. At the time of collection by the Customer or his agent from the company's premises at 3B Leigh Green Industrial Estate in Tenterden.

## 14. Enforcement

Failure by the Company to enforce in full or part any particular clause of these conditions of sale shall not be taken as a waiver of any other clause.

## 15. Retention of Title

Until full payment has been received by Johnston Building Supplies Ltd for all goods whatsoever supplied at any time by the company to the purchaser.

\* Should any of the goods, be converted into a new product, whether or not such conversion shall be deemed to have been effected on behalf of the company and the company shall have the legal and beneficial ownership of the new products.

\* The company shall have the right to enter the premises of the customer to remove goods supplied by the company, (whether previously paid for or not), to the invoiced value of the goods supplied but not paid for and to sell any such goods and keep the proceeds of sale free from any title the purchaser might have in such removed goods and as though the company had such title at all times.

\* Subject to the following two points the purchaser shall be at liberty to sell line goods and the new products referred to above in the ordinary course of business on the basis that the proceeds of sale will remain the property of the company and the company shall have the full legal and beneficial ownership of the goods and such new products and that the proceeds of sale will remain the property of the company to whom the purchaser shall account on demand, until the company is paid in full.

\* The company may at anytime revoke the purchaser's power of sale by notice to the purchaser if the purchaser is in default for longer than seven days in the payment of any sum whatsoever due to the company, whether in respect of the goods or any other goods supplied at any time by the company to the purchaser or for any reason whatsoever or if the company has bonafide doubts as to the solvency of the purchaser.

\* The purchaser's power of sale shall automatically cease if a receiver is appointed over the assets or the undertaking of the purchaser or a winding up order is made against the purchaser or the purchaser goes into voluntary liquidation, (otherwise than for the purpose of reconstruction or amalgamation), or calls a meeting of or makes arrangements or composition with creditors or commit any act of bankruptcy.

\* Upon determination of the purchaser's power of sale or above the purchaser shall place the goods and the new products at the disposal of the company, who shall be entitled to enter upon any premises of the purchaser for the purpose of removing the goods from the premises, (including severance from the realty where necessary).

## 16. Payment

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Unless otherwise expressly stated payment for goods is due to and payable on delivery by cash, cheque, card or BACS. In the case of account sales, payment is due on or before the last day of the month following the month in which delivery is made.

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If the purchaser shall fail to make payment in full in accordance with condition 3 above then (without prejudice to any other rights of the company) the purchaser shall, without any need for the company to give notice, become liable to pay to at the company offices in Business hours any interest on the amount for the time being unpaid at the rate of three per cent per annum above NatWest PLC base rate calculated from date of due payment until the date of actual payment as well after as before judgement.

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In the event that payment is made by the purchaser by cheque, cash, debit card or BAC's transfer, the company shall be entitled to delay delivery until the cheque has been cleared into the companies bank account.

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If payment as above is overdue in whole or part, the company may by its servants or agents for the purpose of recovery of its goods enter upon any premises owned or occupied by the purchasers or under its control where such goods are stored or where they are reasonably thought to be stored and may re-possess the same without being liable for any damage caused thereby.

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The company will pass on any bank charge's plus any admin fee for all represented and returned cheques.

#### 17. Legal Jurisdiction

Any contract subsisting between the company and the purchaser shall be construed in all respects in accordance with the Laws of England and unless otherwise arranged subject to the jurisdiction of the English Courts.

#### 18. Clerical Errors

Any omission or error is subject to correction without notice.