

# Mirrors for Training Limited

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

“Company” means person authorised by ANDREA MILES Trading as MIRRORS FOR TRAINING LIMITED

“Contract” means the contract for the supply of the goods incorporating these Terms

“Defect” means the condition and/or attributes of the Goods and/or any circumstances which, but for the effect of these Terms would have entitled you to damages.

“Goods” means the goods or when the context permits services to be supplied by us which are the subject of the Quotation, delivery note, invoice and applications for payment or acknowledgement of your order, respectively

“You” and “Your” means you, the purchaser, the person or firm or company to whom the quotation, invoice, delivery note or acknowledgement of order is addressed.

“Terms” means the terms set out in this document

“We” and “Us” and “Our” means Mirrors for Trading Limited

### 2. CONTRACT

- a) All illustrations, data and other information contained in our brochures, catalogues, price lists, technical data sheets or other documents or samples are approximate and (in the absence of fraud by us) shall not constitute representations by Us and shall not form part of the contract.
- b) Quotations are invitations to treat only
- c) These Terms supersede any earlier terms and conditions appearing in our documentation  
By accepting the quotation, You confirm that you are responsible for ensuring that the goods are appropriate for the intended application and their use complies with all local and national legislation, building regulations, standards, codes of practices and any other requirements particularly but without limitation the safety section BS6262 1982 British Standard Code of Practice for Buildings and Building Regulations 1991
- d) Orders may be cancelled only with the agreement of a “Company Signatory” and “You” indemnify us against all costs, claims, losses or expenses incurred as a result of that cancellation.

### 3. CANCELLATION

- 3.1 No cancellation or variation of the whole or any part of the order by the customer is permitted, except where expressly agreed in writing by a person authorised to sign on behalf of the Company.
- 3.2 The consent of the Company to cancellation or variation of the order shall not in any way prejudice the Company’s right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.
- 3.3 Where the goods are returned by the customer without the Company’s consent, they will not be accepted for credit.

### PRICE AND PAYMENT TERMS

- a) We reserve the right to levy the following charges:
  - (i) energy surcharge unless specifically stated in the quotation, which shall be charged at the prevailing rate on the date of invoice; and
  - (ii) additional charges including but not limited to administration charges, still age charges and delivery charges as notified to you at time to time.
- b) Prices listed or quoted are based on costs prevailing at the time when they are given or received. We shall be entitled to adjust the price of goods as at the time of delivery by such amount as may be necessary to cover any increase in costs sustained by us after the date of acceptance of your order and any direct or indirect costs of making, obtaining, handling or supplying the goods.
- c) Payment is on a PRO FORMA basis, and on receipt of Payment, from YOU, your delivery will be scheduled.
- d) Quoted prices are based on costs prevailing at the time when they are given or agreed and are exclusive of VAT. The Company
- e) VAT will be added, where applicable, to all invoices at the rate applying at the appropriate tax point.

### DELIVERY AND RISK

- a) Delivery will be affected when the goods leave our premises whether by Us or an independent carrier, or the premises of our suppliers when the goods are delivered direct from our suppliers.
- b) Times and dates for despatch or delivery of goods are not of the essence and are estimates only. We shall not be liable for any damages whatsoever, whether direct or indirect (including liability to any

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- third party) resulting from any delay in delivery of goods or failure to deliver goods in a reasonable time – whether such delay or failure is caused by our negligence or otherwise however arising.
- b) The loading and handling, working or carrying of Your own materials shall be entirely your risk. You are responsible for the loading and unloading of goods and also for any damage to goods during loading and unloading however caused.
  - c) The goods shall pass to you on despatch
  - d) The customer shall provide, at its own expense, the labour necessary for unloading the goods, such labour to be available during normal working hours on the day notified by the company for delivery.
  - e) We may refuse to deliver and/or unloads goods if in our driver's opinion it would be unsafe to do so.
  - f) If for any reason you fail to accept delivery of any of the goods when they are ready for delivery or We are unable to deliver the Goods on time because You are not available to take delivery or You change the delivery instructions or the delivery location is inaccessible:
    - (i) risk in the Goods shall pass to You (including for loss or damage caused by Our negligence);
    - (ii) the goods shall be deemed to have been delivered;
    - (iii) We may store the goods until delivery whereupon you shall be liable for all related costs and expenses (including without limitation, storage and insurance)
    - (iv) You will indemnify Us for any costs, loss or damages incurred by Us in this respect.
  - g) If goods are delivered on stillages the following shall apply.
    - (i) You must make available to Us for collection any stillages from previous deliveries.
    - (ii) The stillages remain our property and you cannot modify, adapt or use them as storage racks or for any other purpose.
    - (iii) Both wooden and metal stillages form part of the packaging for Our glass products only. They are not lifting equipment therefore you must not use them for lifting glass to any height.
  - h) Our liability for damage or breakage from whatever cause shall cease when the glass is delivered.
  - i) The customer shall procure the signing of the Company's delivery note as acknowledge of delivery of the goods specified on the delivery note.
  - j) The Company will deliver the goods as near as possible to the delivery address as a safe hard road permits. The Company reserves the right to refuse to deliver goods to premises considered at the discretion of the Company to be unsuitable.

#### **INSPECTION**

- a) You shall inspect the Goods at the place and time of unloading or collection, but nothing in these Terms shall require you to break packaging and/or unpack goods which are intended to be stored before use.
- b) You must advise Us by telephone immediately and give us written notice within 3 working days of unloading of any claim of short delivery and if You do not give Us notice within that time:
  - (i) the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
  - (ii) You shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused.
- c) Our liability for short delivery is limited to making good the shortage.
- d) (i) Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the contract. You must advise Us by telephone immediately and return the Goods to us within 3 working days of delivery in the same condition as they were supplied.
  - (ii) If you fail to give us notice and return Goods to us within that time, the goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the goods.

#### **DEFECTIVE GOODS**

- a) In the event that a defect in the goods is discovered by the customer and reported to the company in writing during the period of 4 months from the date of delivery of the goods, which the defect was caused by faulty design or manufacture, the Company will, at its opinion either repair the goods at its own expense, replace the goods or refund the purchase price of the goods, subject in all cases to the return of the Goods (or such of them as it is claimed are defective) to the Company by the Customer, at the Customers expense.
- b) Save as set out in a) all warranties or other terms implied by statute or otherwise shall not apply to this order, including but not limited to those implied by the Sale of Goods Act 1979 (as amended by

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the Sale and Supply of Goods Act 1994), the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.

- c) The Company shall not be liable for any consequential or indirect loss suffered by the customer or any third party in relation to this order and the Customer shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.
- d) This Clause constitutes the entire liability of the Company under this order, which, in any event, shall not exceed the contract price of the goods.