

## GENERAL TERMS AND CONDITIONS OF SALE OF DEMCO EUROPE LIMITED (Includes Installation)

- 1. General**
- 1.1 In these terms and conditions "the Company" shall mean Demco Europe Limited trading as Demco Interiors.  
1.2 Unless otherwise expressly agreed in writing by a director of the Company all goods are sold and installation services provided upon the following terms and conditions and no agent or representative of the Company has any authority to vary or omit these terms and conditions or any of them. Any terms and conditions printed on the buyer's order forms are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to in writing by a director of the company.  
1.3 Any advice or recommendation given by the Company or its employees or agents to the buyer or its employees or agents as to the goods or the installation service which is not confirmed in writing by the Company is followed or acted upon entirely at the buyer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2. Acceptance and Variance of Price**
- 2.1 Quotations issued by the Company whether verbally or in writing do not constitute offers and are subject to the Company's written confirmation on receipt of the buyer's order and no contract shall be concluded until such written confirmation is given.  
2.2 Unless otherwise stated quotations do not include the costs of installation. Where installation prices are quoted these are subject to immediate continued and uninterrupted access to site at the time of delivery.  
2.3 All prices quoted or listed by the Company are based on the prices of the Company's suppliers or the Company's estimated costs at the time of quotation or listing and are subject to adjustment prior to despatch to cover any increase in such prices or costs, the increase or imposition of any taxation, duty or other levy which might take place prior to delivery and such prices are exclusive of packing, carriage and VAT.  
2.4 Where settlement terms have been agreed, the VAT amount is calculated assuming any discounts due are taken.  
2.5 When main contractor discounts are required, the relevant percentage should be added to the quoted prices.  
2.6 Where goods are to be imported the Company reserves the right to vary the price quoted to reflect the rate of exchange for purchase of the relevant currency in pounds sterling.  
2.7 The Company reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Company in or connected with manufacturing or otherwise producing the goods which is due to any change in delivery dates, quantities or specifications for the goods which is requested by the buyer and accepted by the Company, or any delay caused by the instructions of the buyer or failure of the buyer to give the Company adequate information or instructions.
- 3. Delivery**
- 3.1 The Company will use all reasonable endeavours to deliver at the time stated either overleaf or as otherwise advised by an authorised representative but delivery dates shall be regarded as estimates only. The Company shall not be liable for any delay occasioned by any cause whatsoever beyond the Company's control.  
3.2 Goods shall be deemed to be delivered when they leave the premises of the Company or as the case may be the premises of the Company's suppliers in circumstances where the goods are delivered direct from such suppliers.  
3.3 In the case of delivery of goods by instalments the buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.  
3.4 If the buyer fails to give delivery instructions within 14 days of it being notified the goods are ready for delivery the Company shall (without prejudice to any other rights or remedies available to it) be entitled (but not bound) to store the goods at any available place at the buyer's expense.  
3.5 Unless otherwise stated goods will be consigned by goods train or road transport to the address in the United Kingdom specified by the buyer in writing.  
3.6 The costs of carriage and packing (including cases and materials) will be charged to the buyer on the invoice for the goods at the time of despatch. Packing cases and materials are non-returnable unless otherwise stated.  
3.7 If the buyer cancels or otherwise terminates the order for the goods at any time prior to delivery then the buyer shall be liable to pay for all those goods which have been manufactured, produced or allocated pursuant to such order, irrespective of whether such goods have been delivered to the Company or not or are in the course of being delivered to the Company and/or the buyer.  
3.8 In the event that the buyer changes any delivery dates, quantities or specifications for the goods, any delivery date estimated by the Company shall be extended by such time as the Company considers necessary to reflect such change.  
3.9 If any delivery dates and/or installation dates for the goods are changed by the buyer or the goods are not delivered and/or installed on such dates as a result, directly or indirectly, of any failure or default of the buyer then the Company may raise and issue to the buyer an invoice or invoices in respect of such goods and/or installation on such date or dates as it would have raised such invoice or invoices had delivery and/or installation (as the case may be) taken place on the original date or dates. This clause is without prejudice to any other rights the Company may have under these Terms and Conditions of sale or otherwise in law in respect of the same matter.
- 4. Risk and Title to Goods**
- 4.1 The risk in the goods passes to the buyer upon delivery but property in the goods remains vested in the Company and shall only pass from the Company to the buyer upon full payment being made by the buyer to the Company of all sums due on whatsoever account or grounds. In the event of the goods being sold by the buyer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the buyer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the buyer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause 4.1 shall attach to the proceeds of such sale. Nothing herein shall constitute the buyer the agent of the Company for the purposes of any such sub-sale.  
4.2 The buyer agrees that prior to full payment being made as aforesaid the Company may at any time repossess the goods and enter upon the buyer's premises and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the buyer shall keep such goods as fiduciary agent and bailee and separate and identifiable for this purpose.  
4.3 In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-clause 4.1 hereof the Company shall have the ownership of and title to such other products (but not by way of a charge) as if they were goods and accordingly this Clause 4 shall so far as appropriate apply to such other products subject to the buyer's right to the surplus of any monies realised by the said products in excess of those due to the Company as provided herein.  
4.4 Any implied authority that the buyer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the buyer by the Company or until the happening of any of the following events:  
4.4.1 Any notice to the buyer that an Administrative Receiver or other Receiver or Manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets;  
4.4.2 Any notice to the buyer that a petition to wind up the buyer is to be or has been presented to the buyer under Section 124 of the Insolvency Act 1986 or otherwise or any notice to the buyer of a proposal to pass a resolution to wind up the buyer (including any proposal by the buyer to do so);  
4.4.3 A decision by the buyer to make a voluntary arrangement or composition with its creditors or any notice to the buyer and/or any of its credits that a proposal for the same is to be or has been made;  
4.4.4 The buyer becoming unable to pay its debts as such expression is defined by the Insolvency Act 1986;  
and  
4.4.5 Any notice to the buyer that it is to be the subject of a petition for an Administration Order presented to the courts or the making of an Administration Order in respect of the buyer, and upon the happening of any such events the buyer shall immediately notify a Director or other authorised representative of the Company.  
4.5 On receipt of written notice from the Company or on the happening of any of the events set out in sub-clause 4.4 above the buyer's implied authority to sell the Company's goods shall be immediately withdrawn and all such goods and products made therefrom shall immediately be delivered to the Company.  
4.6 The buyer shall insure and keep insured the goods to their full value against all normal commercial risks until the date that the property in the goods passes from the Company and shall whenever requested by the company produce a copy of the policy of insurance. Without prejudice to any other rights of the Company if the buyer fails to comply fully with the terms of this sub-clause all sums whatever owing by the buyer to the Company shall immediately become due and payable.
- 5. Notification of Loss or Damage**
- The Company must be informed in writing within three days (excluding Saturdays, Sundays or Public Holidays) of delivery of goods in the event of any shortage or damage and within seven days of receipt of invoice if the goods have not been delivered otherwise the goods shall be deemed to have been accepted by the buyer as being in good order and in conformity with the contract.
- 6. Payment**
- 6.1 Unless otherwise stated payment is strictly net cash to be made within 30 days of the date stated on the invoice. Failure to make due payment in respect of deliveries or instalments under this or any other contract between the buyer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option.  
6.2 If payment is not made in full by the due date:  
6.2.1 The Company reserves the right to charge interest to the buyer at the rate of three per cent per annum above the base rate from time to time of Barclays Bank plc on the unpaid balance (such interest to accrue on a day to day basis from the due date stated in the invoice until receipt by the Company of the full amount (whether before or after any judgement));  
6.2.2 The buyer shall indemnify the Company against all costs and expenses (including any legal costs and expenses as a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to Clause 4; and  
6.2.3 any extension of credit allowed to the buyer may be changed or withdrawn at any time in each case without prejudice to any other rights or remedies available to the Company.  
6.3 Payment shall be due whether or not property in the goods has passed by virtue of Clause 4 above and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.  
6.4 The buyer may not withhold payment of any amount due to the Company for goods supplied or otherwise sold to the Company because of any claims or set-off the buyer may have against the Company.
- 7. Liability**
- 7.1 The buyer shall inspect the goods upon delivery. The Company will make good at its option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified to the Company and in the case of any defect discoverable upon reasonable examination such notification must be made within 14 days from the date of delivery and in the case of any defect not discoverable upon reasonable examination such notification must be made within 14 days of the date such defect is actually discovered provided that:  
7.1.1 the aforesaid obligations on the Company shall not extend to defects caused by wilful damage, negligence (other than by employees or agents of the Company) incorrect storage or application movement, installation or defects caused by fair wear and tear or alteration or repair of the goods without the prior written approval of the Company;  
7.1.2 if required by the Company and at the buyer's cost the goods are returned within 14 days of notification of the defect, packaged and transported in accordance with the Company's requirements; and  
7.1.3 the aforesaid obligations on the Company shall in any event only apply for a period of 12 months from the date of delivery.  
7.2 The Company warrants to the buyer that (when the Company is to install the goods) the installation of the goods will be carried out using reasonable care and skill.  
7.3 Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the Company's statutorily implied undertakings as to title and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all express or implied conditions, representation or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded.  
7.4 Save for liability for death or personal injury resulting from negligence of the Company the Company shall not be liable under any one claim or under the total of all claims arising from any one act or default of the Company howsoever such claim or claims arise (be it by negligence or otherwise) for any loss over the figure of £10,000,000 or such greater figure as is from time to time the limit of liability laid down by the Company's insurers in respect of such claims PROVIDED THAT the Company shall not be liable for any consequential or indirect loss or loss of profits or of contract whatsoever (whether arising by the Company's negligence or otherwise).  
7.5 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the buyer are not affected by these terms and conditions.
- 8. Force Majeure**
- 8.1 The Company shall be excused from liability to the buyer if performance of the contract is prevented or hindered (in particular if an agreed delivery date is delayed) by any cause whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by Act of God, war, riot, terrorism, civil commotion, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock out and shall not be liable for any loss or damage resulting therefrom suffered by the buyer.  
8.2 If, due to any of the circumstances or events set out in sub-clause 8.1 the Company has insufficient stocks to meet all its commitments the Company may apportion available stocks between the buyer and its other customers at its sole discretion.
- 9. Safety Instructions**
- The buyer undertakes with the Company that it will ensure compliance so far as is reasonably practicable by its employees, agents, licensees and customers with any instructions given by the Company or the manufacturer for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regard to the nature of the goods as are necessary to preserve the health and safety of persons handling, using or disposing of them.
- 10. Variations**
- 10.1 Any minor shortages or defects which do not affect the use for which the goods are intended will not affect the terms of payment.  
10.2 Due to the Company's policy for constant refining and updating of products, specifications and colours may differ slightly from those illustrated in the Company's literature and samples.  
10.3 Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 11. Indemnity**
- If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a specification submitted by the buyer, the buyer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of such specification.
- 12. Insolvency of Buyer**
- 12.1 This Clause applies if:  
12.1.1 the buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or  
12.1.2 an encumbrancer takes possession, or an administrative receiver or administrator is appointed, of any of the property or assets of the buyer; or  
12.1.3 the buyer ceases, or threatens to cease, to carry on business or suffers any action in consequence of debt; or  
12.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly.  
12.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 13. Legal Interpretation**
- 13.1 Any agreement to which these terms apply shall be governed and construed in accordance with English law and any dispute arising out of or in connection with such agreement shall be determined by the English courts.  
13.2. These terms and conditions are not intended to benefit any third party and accordingly the provisions of The Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- 14. Severance and Waiver**
- 14.1 In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.  
14.2 Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the Company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these terms and conditions and the Company's right to take subsequent action shall not be prejudiced thereby.



Demco Interiors is a trading name of Demco Europe Limited

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