

TERMS & CONDITIONS OF SALE

1. General

All quotations issued and orders received are subject to these Conditions of Sales and no alterations shall take effect unless confirmed in writing by Franke Sissons Limited, (hereinafter referred to as "the Seller"). No terms, condition or warranty not recorded herein shall be binding on the Seller, except where such is necessarily imported into the contract under any Statute or at Common Law.

2. Prices

- (i) Errors and omissions are subject to correction
- (ii) Unless otherwise stated in writing, prices charged would be those ruling at the date of the order being received by the company.
- (iii) Unless otherwise specified, prices include for the supply and delivery only of the goods but not for their off-loading, positioning and installation.
- (iv) All prices shown are subject to VAT at the standard rate. Prices are correct at the time of printing but are subject to alteration without prior notification.

3. Payment

- (i) In respect of an initial order and whenever else specified by the Seller, the Buyer shall pay the Seller in full as a condition precedent to despatching the goods. In all other cases, payment must be made in full by no later than 30 days from the date of the invoice.
- (ii) Where payment is not received by the due date, the Seller reserves the right to charge interest on outstanding amounts for each month or part of any month that payment is overdue, at the rate of 1½ per cent per month, or part thereof, and/or at the Seller's option to suspend all deliveries of all goods to the Buyer.
- (iii) Should the Seller be prevented by the Buyer from effecting delivery on the due date, the full price of the goods shall become payable as if the goods had been delivered.

4. Delivery

- (i) Any time expressed for delivery shall be deemed to be an estimate only, time not being of the essence for the contract unless separately agreed to in writing by the Seller. The Seller accepts no liability for any loss sustained by the Buyer through late delivery and further where a time for delivery has been agreed but delivery is delayed for any reason beyond the control of the Seller, a reasonable extension of time shall be allowed to the Seller.
- (ii) Where working drawings have to be approved by either the Buyer or his agent then the estimated delivery period is to be applied from the date of receipt in writing by the Seller of this approval.
- (iii) Where a time for delivery is agreed and the Buyer fails for whatever reason to accept the delivery, a minimum charge of £25 will be incurred and the Seller reserves the right to make a reasonable charge for storage. Should delivery not be possible after one week's delay the Seller shall be entitled to submit his invoice and the normal conditions of payment will apply.
- (iv) The Buyer shall provide adequate labour and unloading facilities at the place of delivery at his own risk and expense.
- (v) If advance notice of the approximate arrival time of the delivery vehicle is required this must be stated on the order.
- (vi) An additional charge will normally be made for packing and delivery outside the mainland of the United Kingdom.
- (vii) Any special delivery arrangements by passenger train, carriers or similar requests by the Buyer will be charged at cost.

Delivery Charges

UK Mainland and Northern Ireland - Normal standard product consignments* will be delivered next day without a delivery charge. Orders less than £200 net value, excluding VAT, will incur a small order charge of £20. Consignments above this value or deliveries of specially fabricated products may require special transport and Franke Sissons reserve the right to charge as necessary.

Republic of Ireland - Deliveries are free of charge on a weekly basis or sent on a chargeable next service based on 3% of the net invoice value with a minimum charge of £40.

Channel Islands and Scottish Islands - Deliveries are based on an ex-works Incoterms 2010. Deliveries can be arranged on a 2/3 day carrier service and are priced on application. The charge to be quoted when the order is placed.

Site Delivery Charge A minimum of 3% of the value of the order will be charged for site delivery for all consignments delivered to addresses other than the buyer's warehouse, the charge to be quoted at the time of requesting a site delivery.

Special Deliveries Franke Sissons reserve the right to charge as necessary for special or timed deliveries (including Saturdays), made at the request of the customer. Deliveries that cannot be completed due to the fault of the customer will be chargeable.

Requests from UK mainland customers for deliveries to Ireland, Northern Ireland, Channel Islands, Isle of Man and Scottish Islands to be charge at 3% of the net invoice value, with a minimum charge of £40.

*Excludes fully assembled units, cupboards and specially fabricated products.

Small Order Charge

Mainland UK and Northern Ireland - Orders less than £200 net value, excluding VAT, will incur a small order charge of £20.
Offshore and Eire - Orders less than £300 net value, excluding VAT, will incur a small order charge of £30.

5. Restocking Charges

- (i) Only "Stocked" products (below) can be accepted for return by prior agreement, provided that they are less than 3 months old (from invoice date) and in their original packaging.
- (ii) A restocking charge of 35% of the original invoice value, with a minimum charge of £100 will be applied, this may increase to 75% depending on the type of product.
- (iii) Any goods authorised for restocking must be returned at the customer's expense and risk. Any goods received back damaged will not be credited.
- (iv) An Authorisation to return goods needs to be issued by Franke Sissons before any goods will be accepted. Franke Sissons reserve the right to refuse a restocking request.
- (v) Non-standard products cannot be accepted for return.

G20050N – Centinel janitorial unit
WB440CP – Cleaners sink with grid and splashback
G21663N – Floor standing bucket sink with splashback
G20100N – Centinel wall hung drinking fountain
ANMX216 – Model A knee operated washbasin (305x268x501mm)

SANX120 – Saturn washtrough with tap deck for 2 users 1200mm long
B20085L – Single bowl, single left hand drainer inset sink with 2 tapholes at 180mm centres and overflow
D20161N – Model A wash hand basin with apron support and waste kit
D20162N – Model B wash hand basin with apron support and waste kit
B20085R – Single bowl, single right hand drainer inset sink with 2 tapholes at 180mm centres and overflow
G20122N – Centinel wall hung urinal 2400mm long with exposed sparge pipe and plastic cistern
ANMX206 – Knee operated washbasin (460x380x520mm)
ANMX306 – Drinking fountain with bottle filler wall hung
G20121N – Centinel wall hung urinal 1800mm long with exposed sparge pipe and plastic cistern
ANMX300 – Drinking fountain wall hung
G20120N – Centinel wall hung urinal 1200mm long with exposed sparge pipe and plastic cistern
ANMX301 – Drinking fountain floor standing
ANMX307 – Drinking fountain with bottle filler floor standing
ANMX212 – Model B knee operated wash basin (382x335x520mm)

6. Cancellation of Order

- (i) Standard Items – A cancellation charge prior to delivery of 10% of the net invoice value will be made.
- (ii) Special Item orders cannot be cancelled. The Seller will invoice the full amount whether or not the product is still required.
- (iii) Once goods have been delivered they are not in any circumstances returnable without the Seller's agreement in writing.

7. Damage or Loss in Transit

- (i) The Seller's responsibility ends with the arrival of goods at the designated delivery point. The Seller is not liable for any damage or loss during unloading or thereafter.
- (ii) The Buyer or his agent should examine goods on arrival and details of any damage or loss entered on the Carrier's note.
- (iii) In the event of non-arrival, damage or shortage of goods, no claim will be accepted unless notification is given to the Seller in writing within 7 days from the date of the Seller's invoice.
- (iv) Damaged goods will not be replaced or repaired if they have been used or installed.

8. Property and Risk

- (i) Title to each item of the goods supplied by the Seller remains vested in the Seller until the purchase price and all other monies owing by the Buyer in relation to those goods or the price (whether or not due) are paid in full.
- (ii) In addition, and without prejudice to sub-condition (i) above, title to goods supplied by the Seller remains vested in the Seller until such time as there are no monies owing by the Buyer to the Seller on any account (whether or not due).
- (iii) Notwithstanding this reservation of title the Buyer may resell any goods in the ordinary course of business which remains the property of the Seller, in which event the Buyer shall remit the proceeds of sale to the Seller and in such a way that they are kept separate and are readily identifiable.
- (iv) The Seller shall be entitled (but not obliged) at any time to recover and dispose of any goods to which it has retained title under this clause and the Buyer will be deemed to have granted to the Seller an irrevocable licence, for so long as any monies shall remain owing to the Seller to enter the Buyer's premises to inspect and recover any such goods.
- (v) The Buyer agrees to undertake in respect of all goods that remain the property of the Seller:
 - (a) To store the same in such a way that they are readily identifiable as the property of the Seller.
 - (b) To insure the same to their full value.
 - (c) To hold the same in all respects as bailee for the Seller.
- (vi) Where the property in the goods has not passed, the Seller may nevertheless maintain an action against the Buyer for the purchase price and all other monies then owing to the Company in relation to the goods notwithstanding Section 49 of the Sales of Goods Act 1979.
- (vii) If the Seller repossesses or resells its goods it shall credit the Buyer in the Seller's accounts (in each case after deduction of all expenses of recovery and/or sale) with the lesser of (i) the net value or proceeds of sale (as the Seller may elect) of the goods and (ii) the invoiced price (excluding value added tax) to the Buyer of the goods. (viii) Notwithstanding the provisions of Condition 8(i) and 8(ii) above the goods shall be at the risk of the Buyer from the time when they are tendered for the delivery at an agreed destination or are available for collection by the Buyer or cease to be in the Seller's possession and in particular when they are delivered into the possession or custody of a carrier, forwarding agent, warehouseman or other bailee or agent for the purposes of transmission whether or not such person contracts with or is instructed by the Seller or Buyer.

9. Drawings

All drawings by the Seller shall remain the Seller's property and copyright, and therefore must not be wholly or partially used or copied without the Seller's written permission.

10. Description

Illustrations and dimensions, in the Seller's catalogue or documents, although correct in general detail, do not constitute a sale by description. The Seller's policy is one of continuing improvement and the Seller reserves the right to vary or modify the design, specification, or surface finish without notice, unless written undertaking has been given to the contrary.

11. Replacement

- Where the goods supplied by the Seller are of the Seller's design and manufacture the Seller will make good any defects in those goods subject to the following conditions:-
- (i) The Buyer shall notify the Seller in writing at the Seller's address, Franke Sissons Ltd, Carwood Road, Sheepbridge, Chesterfield, S41 9QB within 7 days of the date of delivery.
 - (ii) The Seller shall be provided with an adequate opportunity to examine the goods.
 - (iii) The Seller shall not be obliged to replace any goods or make any allowances or other arrangement if, in the reasonable opinion of the Seller, the defect has arisen from accident, misuse, neglect, installation, lack of reasonable maintenance, or any other cause beyond the reasonable control of the Seller.
 - (iv) Where the defect is reasonably attributed to the fault of the Seller, the Seller shall replace or repair the defective goods, but shall not be liable for any costs of removal of the defective goods, or installation of replacement goods, nor any consequential loss or damage arising there from.
 - (v) The Seller will not accept any charges for remedial work that is carried out without his express authority and approval.

- (vi) The Seller's liability shall be limited to the repair or replacement of materials and components manufactured by the Seller. No goods are guaranteed by the Seller for any specific length of time but are warranted to be free from defect in workmanship and materials at time of delivery. No liability can be accepted in respect of products that have become defective due to contact with corrosive liquids such as strong bleaching solutions and fluids, photographic developing liquids, immersion type silver cleaning fluids and the like that are injurious to stainless steel.
- (vii) Where goods and components supplied by the Seller are not of the Seller's design and manufacture, the Seller's liability shall be limited to the guarantee provided by the manufacturer of such goods and components.
- (viii) The Seller shall not be under any duty arising from Section 11 of these Conditions of Sale if the Buyer is in breach of any provision of the Contract with the Seller until the Buyer has remedied the breach.

12. Indemnity

The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may be liable if any work done in accordance with the Buyer's specification infringes any third party property right.

13. Information

- (i) All warning data sheets, diagrams and other information as to the construction, assembly use, storage or disposal of the goods made available to the Buyer before, at the time of, or after the time of supply of the goods to the Buyer shall be supplied by the Buyer to any person to whom the Buyer supplies the goods or any product in which the goods are incorporated and the Buyer shall impose a similar requirement on such person. The Buyer shall indemnify the Seller in full against all liabilities costs claims demands and expenses resulting from any failure by any person other than the Seller to make such warnings data sheets, diagrams and other information available to any other person.
- (ii) Where an indication as to time limits for the use of the goods has been supplied to the Buyer shall procure that all persons into whose hands the goods may come are aware of such time limits and shall not supply the goods after such time limits have been exceeded. (iii) The Buyer will notify the Seller of any intended application of the goods other than that contemplated in the information referred to in sub-section (i) above so as to enable the Seller to verify that the goods will be safe for use in such application.

14. Termination

If the Buyer commits any breach of these conditions, or if in the opinion of the Seller, the financial standing of the Buyer becomes unsatisfactory, the Seller may, without prejudice to its other rights and remedies, terminate this contract and any other contract with the Buyer. The Seller shall also be entitled to require immediate payments for all goods delivered. In the event of termination under the provisions of this clause the Seller shall be relieved of all liability under this contract and any other contract so terminated.

15. Force Majeure

In the event of war, invasion, act of foreign enemy, hostility (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, the Seller shall be relieved of liabilities incurred under the contract whatsoever and to the extent to which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such events or by status, rules, regulations, order or requisition issued by any Government Department, Council, or duly constituted authority, or from strikes, lock-outs, breakdown of plant or any other causes (whether or not like nature) beyond the Seller's control.

16. Law and Arbitration

- (i) All contracts entered into by the Seller shall be subject to English Law.
- (ii) In the event of any dispute between the parties the same shall be submitted to an appropriate arbitrator selected by the Seller.

17. General

- (i) Any notice to be given under these conditions may be delivered by hand, or sent by first class post, addressed to the party to be satisfied at its registered office for the time being or (if not a company) the address for the party giving the notice. Notices served by post shall (except where expressly provided otherwise) be deemed served on the second business day after the date of posting. 'business day' shall mean a day other than a Saturday or Sunday or an English Bank or Statutory Public Holiday.
- (ii) No failure or delay by the Seller in exercising any of its rights under this contract shall operate as a waiver thereof.
- (iii) In the event that any of these conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any of the other conditions hereof all of which shall remain in full force and effect.
- (iv) Clause headings are for ease of reference only and do not affect construction.

18. Warranty

- (i) Franke Sissons products have a 5 year warranty, from the date of supply by Franke Sissons, against faulty workmanship in the manufacture, providing that stainless steel products are regularly cleaned with Franke Sissons cleaning products or with warm soapy water.
- (ii) Taps, water controls, safety equipment and waste disposal machines are guaranteed for 2 years from the date of supply by Franke Sissons. We also recommend that water controls also cleaned regularly with warm soapy water to maintain their appearance.

19. Payment Methods

Payment can be made by BACS transfer, cash or cheque at no extra charge. Payment by credit/debit card will be processed with an additional 2.5% handling charge. Any re-presented or dishonoured cheque will be charged an administration fee of £10.

20. Retention of Title

All goods delivered by the company will remain the company's property until all debts owed to the company by the buyer, including any balances existing are settled.