

**STANDARD TERMS AND CONDITIONS FOR
THE SUPPLY OF GOODS AND SERVICES**



OF

BAGSVAERD LTD (trading name Pier1 Bathrooms)

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 The "Company" means Bagsvaerd Ltd (trading name Pier1 Bathrooms), registered in England and Wales (registration number: 11563259).
- 1.2 The 'Buyer' shall mean the consumer, person or business seeking to purchase Goods from the Company.
- 1.3 The 'Goods' shall mean any product, things, or articles to be sold by the Company.
- 1.4 'Specification Document' means a statement of work, quotation, design file, technical specification or other similar document describing the Goods and services to be provided by the company
- 1.5 The 'Contract' shall mean any contract for goods or services made between the company and the buyer.
- 1.6 When we use the words "writing" or "written" in these terms, this includes emails.

2. GENERAL

- 2.1 Please read these Terms & Conditions carefully. They tell you who we are, how we will provide Goods and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 2.2 These are the terms and conditions which we supply Goods to the Buyer and shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Terms) referred to in any documentation submitted by the Buyer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 2.3 The Company's acceptance of the Buyer's order (including telephone orders) shall be effective only where such acceptance is in writing on the Company's specification document (invoice), at which point a contract will come into existence between you and us.
- 2.4 How to contact us: The Buyer can contact us by telephoning us at 01273 713185 or by writing to us at info@pier1bathrooms.com
- 2.5 How we may contact you: If we have to contact the Buyer we will do so by telephone or by writing to the Buyer at the email address or postal address provided in the order. Additionally, if you contact us via social media we will reply to you via this route if no other contact details are provided.

3. BATHROOM DESIGN

3.1 Any design drawings/graphics/sketch/information provided whether verbal or written is given as guidance only. Although we have made every effort to display colours accurately, we cannot guarantee that a device's display of colours or the printed pictures in our brochure accurately reflects the colour of the Goods. Your Goods may vary slightly from those images. Likewise, any tile layouts are to provide a visual guide of the potential finish, they are not a plan to be followed by installers – tile layout preferences should be discussed with your installers before work begins.

3.2 The £300 deposit for your design is taken off the cost of your full product order on placing the order with Pier1 bathrooms. Your design remains the property of Pier1 bathrooms until your order for the products has been placed and payment has been made.

3.4 It is possible that the design may need to be altered to accommodate structural elements of the building which are not possible to ascertain until installation begins.

4. PAYMENT AND PRICES

4.1 Invoiced amounts shall be due and payable prior to the Company ordering the products and arranging delivery.

4.2 By paying your invoice you are agreeing to the Terms and Conditions in this document

4.3 Payment of your invoice constitutes agreement with the design presented to you. Any changes to the design following payment may incur additional costs e.g. for additional products (if required) or a re-stocking change if products have already been ordered. (If bespoke products have been ordered they cannot be refunded once payment has been made).

4.4 Any prices (which include VAT) quoted by the Company are valid for a period of 30 days from date of quotation and may thereafter vary and be subject to change.

4.5 Quotes provided by the Company do not include installation or decorating, unless specifically specified in writing.

5. DELIVERY OF GOODS

5.1 The Company shall not be obliged to make delivery until the Company has received payment in full in cleared funds.

5.2 Where delivery times are stated on the Website or on subsequent quotes or specification documents, the times are non-contractual and are approximate only. While the Company will make all efforts to deliver to the Buyer within the time stated, delivery could be delayed due to events beyond the Company's control.

5.3 Buyers are advised only to commit to an installation schedule once the Goods have been received and checked. The Company shall not be liable for any costs, losses, damages and claims otherwise suffered or incurred by the Buyer, their agents or any other third party appointed by the Buyers as a result of a failure to supply any products on the estimated date.

5.4 The Company shall be entitled to make partial deliveries or deliveries by instalments. Each instalment shall be a separate agreement to which all the terms and conditions of this contract will apply.

5.5 Please ensure you have appropriate personnel on site to accept and off-load deliveries. Goods will be delivered to your site address if we can park without contravening any parking restrictions or Health & Safety Regulations.

5.6 Signature of any delivery note by an agent, employee or representative of the Buyer shall be conclusive proof of delivery.

5.7 If the Buyer refuses or fails to take delivery of the Goods tendered in accordance with the specification document (invoice) or fails to take any action necessary on its part for delivery and/or shipment of the Goods, the Company is entitled to terminate the contract with immediate effect; to dispose of the Goods as the Company may determine, and to recover from the buyer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs from the date of delivery).

5.8 The Buyer agrees to accept delivery within three months of the order being fully available. In the event of the Buyer not accepting the Goods within this period, the Company reserves the right to charge storage and insurance of the Goods at the rate of 5% of the total order value per month or part thereof.

6. DAMAGES TO GOODS

6.1 The Buyer must notify the company in writing of any shortages and/or damages to Goods within 48 hours of delivery. After that time, the Goods are deemed to be 'accepted' by the Buyer thereafter the Company will not be liable for any claims for shortages and or damages.

6.2 Should the Buyer be personally collecting a consignment of Goods from the premises of the Company, risk of loss or damage passes to the Buyer from the time they collect the consignment. Therefore, the consignment should be checked in store by the clients before it is taken away.

7. RETURNS AND CANCELLATIONS

7.1 If the Company are unable to accept your order, we will inform you of this in writing and will not charge you for the Goods. This might be because the Goods are out of stock, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

7.2 The Buyer is entitled to 7 days from delivery of Goods during which they may return unwanted Goods to the Company. Any items accepted for cancellation or return will be subject to a handing/restocking charge which for some suppliers could be in excess of 40%. Goods that have been delivered into the warehouse, from the supplier, awaiting delivery to the Buyer, will also be subject to a restocking charge. Where Buyers wish to exercise this right, the Buyer must inform the Company in writing of their intention within the stated time period.

7.3 This (7.2) excludes bespoke orders, which cannot be cancelled/amended/returned once approval drawings have been confirmed and the item has been paid for and ordered. Likewise, orders for special finishes cannot be cancelled/amended once the product has been paid for and ordered.

7.4 The Buyer will be responsible for return carriage costs.

7.5 The Company will exchange or refund the value of the returned Goods (less the restocking charge) so long as they are: packaged in their original packaging, in the exact condition supplied and resalable.

7.6 The Company will not be responsible for any damage or loss arising during the return transit of the Goods. It is the Buyer's responsibility to take all due care to ensure that the Goods are protectively packaged.

7.7 Tiles are non-returnable. This is because they cannot be re-sold due to small differences in finish between batches.

8. INSTALLATION

8.1 Where the Buyer is using their own installer any problem relating to the install of the products should be taken up with the installers and is not the responsibility of the Company. For example, if a product is installed incorrectly or not according to the manufacturer's guidelines, the Company is not liable for the cost of replacing the products or re-installing them.

8.2 It is the Buyer's responsibility to confirm with their advisers that the Goods are suitable for any intended installation, prior to install. The Company will not be liable for the cost of removing and re-installing goods that were faulty or damaged, where the problem could have been discovered prior to install.

8.2 Where the Buyer is using an installer recommended by the Company, while we will only ever recommend installers we have worked with for years whose work we know to be of high quality, the Company is not in a position to be able to offer any type of guarantee or be held liable for their workmanship as we have no formal business relationship with any recommended installer.

8.3 Installation of Goods constitutes acceptance. If the Buyer changes their mind after installation the cost of replacing the Goods is incurred by the Buyer.

8.4 In the event that the Company provided faulty Goods but the fault is not discovered until after installation of the Goods and could not have been discovered on examination on delivery the liability of the Company shall be limited to replacing such faulty Goods free of charge and paying the reasonable expenses of installation of the replacement Goods provided that the Company shall have first been offered the opportunity of itself paying out for such installation work.

8.5 It is the Buyer's responsibility to ensure that any installation using Goods supplied by the Company complies with all statutory water and building regulations.

8.6 It is the Buyer's responsibility to discuss preferences regarding the final aesthetic with their installer before work begins e.g. tile lines and layouts, recess heights, height of boxing. Otherwise, the plan is as agreed and accepted by the Buyer as part of the design process.

9. COMPLAINTS

9.1 If you have any questions or complaints about the Goods, please contact us via the details set out in these Terms under the heading 'How to contact us'.

9.2 We are under a legal duty to supply Goods that are in conformity with the contract.

10. DISCLAIMER

10.1 The Company shall not be liable for any failure or delay in performance of its obligations which is caused by circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire,

epidemics/pandemics, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the company shall be entitled to a reasonable extension of its obligations after notifying the Buyer of the nature and extent of such events.

10.2 Save as expressly provided for in these terms and conditions, and to the fullest extent permitted by law, the Company's total liability arising in connection with the Buyer's order shall be limited to the price of the Goods. The Company shall not be liable to the Buyer for any economic loss, loss of profit, loss of business, goodwill or otherwise and whether direct, indirect or consequential, or any claims for consequential compensation whatsoever.

10.3 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

11. APPLICABLE LAW

11.1 The order to which these Terms relates is subject to the laws of England and Wales and any question arising in connection therewith shall be subject to the exclusive jurisdiction of the English Courts.