

Alanna Marie Hughes T.A /SAUNATEC

Terms and Conditions of Business

1. General

- 1.1 These terms and Conditions shall apply to all contracts for the sale of Goods etc by Alanna Hughes t/a Saunatec (the seller) to the buyer to the exclusion of all other terms and conditions which the buyer may purport to apply under any purchase order confirmation of order or similar document.
- 1.2 All quotations may be withdrawn, cancelled or varied by the Seller at any time and shall in any event lapse if not accepted by the Buyer within 30days.
- 1.3 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions.
- 1.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyers Acceptance of these conditions
- 1.5 Any variation to these Conditions (including any special terms and conditions agreed between the Seller and the Buyer) shall be inapplicable unless agreed in writing by the Seller.

2. Price and Payment

- 2.1 The price shall be the Seller's quoted price inclusive of VAT.
- 2.2 Payment of the Price shall be as follows-unless stated otherwise
 - a 50% when the order is placed.
 - b 40% 7 days prior to delivery of the Goods
 - c the final 10% when the Goods are installed prior to training and commissioning.
- 2.3 Time for payment shall be of the essence.
- 2.4 Interest on the amount due shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per year charged on a daily basis until paid after as well as before any judgement.

3. Limitation of Liability

- 3.1 The Buyer shall inspect the Goods on delivery and shall within 48hrs of delivery notify the seller of any alleged defect, damage or failure to comply with description. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any further use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods or, and the Buyer shall be deemed to have accepted the Goods
- 3.2 If the Goods are not in accordance with the contract for any reason the buyers sole remedy shall be limited to the Seller making good any shortage by replacing such goods or, if the seller shall elect, by refunding a proportionate part of the price.
- 3.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
- 3.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the Goods.
- 3.5 All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as a consumer.
- 3.6 In any event the Seller does not accept responsibility for any loss or damage as a result of the Goods being installed, commissioned or serviced by someone other than the seller or her approved agents or sub contractors or adapted for use or otherwise stated in a way or for a purpose which does not conform with the recommendations.

4. Property and Risk

- 4.1 The Goods shall be at the Buyer's risk as from the time of delivery.
- 4.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until-
 - a The Buyer shall have paid the Price inclusive of VAT in full ,and
 - b No other sum whatever shall be due from the Buyer to the seller.
- 4.3 Until property in the Goods passes from the Buyer in accordance with clauses 4.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller and shall mark them in such a way that they are clearly identified as the Sellers property.
- 4.4 The Seller shall be entitled to recover the Price inclusive of VAT not with standing that property in any of the Goods has not passed from the Seller.
- 4.5 Until such time as property in the Goods passes from the seller the Buyer shall upon request deliver up the Goods to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the goods are situated and repossess the Goods.
- 4.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the seller shall forthwith become due and payable.
- 4.7 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested produce a copy of the policy of insurance. Without prejudice to the other rights of the seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

5 Delivery Of Goods

- 5.1 Delivery of the Goods shall be made to the Buyer's address as close as possible to the estimated delivery date and the seller will endeavour to deliver on the estimated delivery date. The Goods may be delivered in advance of the delivery date upon giving of reasonable notice to the Buyer. The Buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. The seller will reclaim costs of storage and/or re delivery where the buyer fails to accept delivery of Goods.
- 5.2 The seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- 5.3 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of the) promptly or at all.
- 5.4 Not with standing that the seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within a calendar month of the estimated delivery date.
- 5.5 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, drought, storm or other event beyond the reasonable control of either party.

6. Assignment

6.1 The seller may license or sub contract all or part of its rights and obligations under this contract without the Buyers consent.

7. Insolvency

7.1 If the buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of an administrator is presented against the Buyer or if the buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:-

- a. Suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part, and/or
- b. Exercise any of its rights pursuant o clause 4

8. Cancellation

8.1 The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The seller shall not be liable for any loss or damage whatever arising such cancellation.