

TERMS & CONDITIONS OF SALE

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Company,
- 1.2 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 "Delivery Date" means the date specified by the Company when the goods are to be delivered.
- 1.4 "Goods" means the articles which the Buyer agrees to buy from the Company.
- 1.5 "Price" means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6 "Written Notice" means any communication in writing including telex, email, fax or letter.
- 1.7 "Company" means Charles Edwards & Company Limited, and is registered in England under number 07733720.

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.3 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Director of the Company.

3. Price and Payment

- 3.1 The Price of the Goods shall be stipulated in the Company's published price list current at the date of delivery of the Goods. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company invoice.
- 3.2 Payment of the Price and VAT shall be made to the Company on or before delivery of the Goods. Time for payment shall be of the essence.
- 3.3 Without prejudice to Clause 3.2, interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2.5% per month on the amount outstanding and shall accrue at such a rate before as well as after any judgement.

4. The Goods

The Company may from time to time make changes in the specification of the Goods which are required to comply with, any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

5. Warranties and Liabilities

- 5.1 The Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 5 years. PROVIDED ALWAYS that in the case of any items which are classified by the Company as being "optional extras" such warranty shall only apply for a period of one year from the date of delivery.
- 5.2 Mattress: In the event of a fault or manufacturing defect within 5 years of delivery we will repair or replace free of charge. We reserve the right to refuse this offer if the defect is caused by misuse or where the mattress is soiled, unsanitary or shows excessive wear and tear. We will endeavour to match the fabric but reserve the right to substitute an alternative material.

5.3 The Company will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's written approval.

5.4 The Company shall not be bound by any written or oral description or representation made by any of its employees or agents other than any description or representation contained in printed material produced by the Company and given to the Buyer and no such description or representation shall give rise to rights or claims of any kind.

5.5 In the event that the Goods are defective or do not correspond with the specifications set out in this Agreement then the Buyer, may reject the Goods within 7 days of the date of delivery unless the Goods do not form part of the Company's standard product range or contain optional extras in which case the right of rejection shall not apply.

5.6 No representation is made that the Goods will provide any particular medical or health benefit to the Buyer.

5.7 The statutory rights of the Buyer are not affected by these Conditions.

6. Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Companies fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property.

8. Remedies of the Buyer

8.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of such Goods or the failure by the Company to supply Goods which conform to the contract of sale.

8.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Company shall have no liability whatsoever to the Buyer in respect of those Goods.

8.3 The Company shall not be liable to the Buyer for late delivery or short delivery of the Goods.

9. Acceptance of the Goods

After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

10. Proper Law of Contract

This Contract is subject to the law of England and Wales.

11. Notice of Cancellation Rights

You have the right to cancel this order except where purchase has been made through a consumer or trade exhibition, or if the order is deemed bespoke. This right can be exercised by sending or taking a written notice of cancellation to the Company at the address overleaf within a period of seven (7) days following the date of this order.