

# Poliform UK CONDITIONS OF SALE

## INTRODUCTION

This is a summary of the terms and conditions (“**Conditions**”) on which Poliform UK Limited (company number 04216083) (“**We/Our/Us**”) supply goods (“**Goods**”) and/or design services (“**Space Planning Services**”) and/or provide fitting services (“**Fitting Services**”) to you. These Conditions are in addition to Our full terms and conditions (“**Full Terms**”) which can be found here: <http://poliformuk.com/retailtcs.pdf> if you are acting as a consumer; or here: <http://poliformuk.com/tradetcs.pdf> if you are acting in the course of your business. The Conditions together with the Full Terms that are applicable to you form the entire agreement between you and Us (“**Entire Agreement**”). The Entire Agreement will become binding when We issue you with a written acceptance of your order.

## PRICE AND PAYMENT

The price of the Goods and/or Space Planning Services will be set out in Our price list in force when We confirm your order. 50% of the price is due on the date of your order unless the price is £2,000 or less. The remaining 50% will be due on arrival of the Goods in the UK. Where the price of the Goods is £2,000 or less, you must make payment for 100% of the price on the date of your order. Goods will not be delivered until payment is received in full. If fitting is required, please request a quotation. Our prices may change at any time, but price changes will not affect orders that We have confirmed with you. If you do not make any payment on time, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank plc from time to time. Our prices include VAT. However, if the rate of VAT changes, unless you have already paid in full, We will adjust the rate of VAT to reflect the new standard rates.

Please note that if we provide Our Space Planning Services to you and you subsequently cancel your Order (if you are entitled to cancellation as per the applicable Full Terms) or decide not to place an Order for Goods, We will be entitled to charge you 20% of the price quoted by Us for the Goods as a compensation for services already provided by Us.

## CHANGES TO ORDER OR TERMS

You may request a change to your order at any time before We order the Goods and/or provide the Space Planning or Fitting Services by contacting Us. In the case of made-to-measure Goods, We will notify you in writing where there is a change in the total price. If We are unable to supply you with the Goods, Space Planning Services or Fitting Services, We will inform you of this in writing and We will not process the order. **No changes can be made to the order for made-to-measure Goods once confirmed into production. Should an order be cancelled and production has started we will have to charge you the full price of the made-to-measure Goods.** If you are a consumer please see our full consumer terms and conditions for more detail about your cancellation rights.

## DELIVERY OF GOODS

We will contact you to arrange a suitable delivery date. Timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. In order to postpone an agreed delivery date, We require a minimum of 3 weeks’ notice in writing. Cancellation or postponement of a delivery may be subject to a charge. Responsibility for the Goods passes to you when We deliver the Goods. You will only own title to the Goods once We have received payment for the Goods from you in full.

## STORAGE

**Goods will be stored free of charge for one week. After this time, you will be charged for the storage of the Goods at Our standard storage rates and delivery will not take place until Our storage charges have been paid in full.**

## PREPARING FOR DELIVERY

You must follow our preparation guidelines available here: <http://poliformuk.com/fittingnotes.pdf>. It is your responsibility to ensure We have adequate access to the delivery address. If We are unable to deliver the Goods due to a lack of access, you will be charged any extra storage and delivery fees as applicable.

## INTELLECTUAL PROPERTY RIGHTS

If you use the Space Planning Services, We will not provide you with Space Planning drawings until We have either received an order or until you have paid for the Space Planning Services in full, whichever is the earliest. We will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations We make in connection with the Space Planning Services for you.

## WARRANTY

We guarantee that on delivery and for a period of 24 months from delivery, the Goods shall be free from material defects. For full details please refer to the Full Terms. Notwithstanding our guarantee to you, there will be a £150 plus VAT call out charge, plus expenses and any costs of repair or replacement for repairing certain types of defect or any material defects reported after the date falling 24 months after the date of delivery. Unfortunately, We cannot accept the return of made-to-measure Goods if you have provided Us with incorrect measurements. If you are a consumer, this will not affect your rights in relation to Goods that are faulty or not as described or to Services not carried out with reasonable skill and care. Advice is available from your local Citizens' Advice Bureau or Trading Standards office.

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## **CANCELLATION**

You may cancel any order, at any time before the Goods have been put into production by contacting Us. We will confirm your cancellation in writing. If you have made any payment in advance for Goods, Fitting and/or Space Planning Services that have not been delivered/provided, We will refund these amounts, less 10% of the order value to cover design and administrative costs. You will not be able to cancel an order for made to measure Goods which are already in production. All cancellation requests should be sent to Us in writing and will only be granted on condition that all costs and expenses incurred by Us up to the date of cancellation will be paid by you. These cancellation rights will not affect your cancellation rights as a consumer in relation to non-made-to-measure Goods that were purchased off-premises. Advice is available from your local Citizens' Advice Bureau or Trading Standards office.

## **JURISDICTION**

The Entire Agreement is governed by English law and subject to the non-exclusive jurisdiction of the English courts.