



In these Terms and Conditions "The Company" means Rightside, "the Customer" means the person whose Order for goods or services is accepted by the Company and "business day" means any day on which the banks in England are open for business.

1. The price shall be The Company's quoted price. All prices quoted are valid only for the period stated in the terms of any quotation whether as to price labour or otherwise and prices or delivery times are quoted subject to confirmation by the Company on receipt by it or the Customer's Order. The Customer's Order shall not be binding on the Company until it has been accepted in writing by the Company. All notice to the Customer at any time before delivery, to increase the prices quoted to reflect any increase in the cost to the Company which owing to any factor beyond the control of the Company (such as, with out in the quotation or where no periods is stated 30 days only. However the Company reserves the right to alter limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the Customer, or any delay caused by any instruction by the Customer or failure of the Customer to give the Company adequate information or instructions.

2. Payment must be made in full unless the Customer is an approved Credit Account Holder with the Company. Prices charged and invoices raised are deemed accepted by the Customer unless queried in writing to the Company within 30 days following delivery of the goods. No settlement discounts or retentions by the Customer are allowed unless agreed in writing and then only if payment is made on or before the last business day of the month next following the month the delivery is made. In the event that a payment is not made on or before the last business day of the month next following the month the delivery is made then without prejudice to any other right or remedy available to the Company all outstanding amounts of the Customer with the Company will become immediately due and payable (whether or not due for payment) and shall attract interest on a day to day basis at the rate of 1.75% per month (before as well as after judgement) on the expiry of the said thirty day period until the date of receipt of payment by the Company and further the Company shall be entitled to recover from the Customer all the costs in recovering the amounts of the outstanding accounts from the Customer.

3. Value Added Tax at the prevailing rate will, were appropriate, be charged on all goods and services provided by the Company.

4. The materials which are used by the Company in the installation of the goods and furnishings shall be such as may be advised by the Company.

5. The Company reserves the right to sub-contract the contract or any part thereof to sub-contractors of the Company's choice.

6. All descriptive specifications, drawings and particulars of dimensions and general descriptions and illustrations contained in the Company's catalogues, pricelists and other advertising matter are approximate only and are intended merely to represent a general description of the goods referred to therein and none of these shall form any part of the contract. Liability for any

assurances, warranties and/or guarantees concerning the Company's products and services given by any servant of the Company's is excluded.

7. The Company must be notified not less than fourteen days prior to delivery if the Customer cannot provide reasonable access to the installation site for the Company's delivery vehicle.

The Company reserves the right to make an additional delivery charge where reasonable access cannot be provided by the Customer.

8. The Customer shall give the Company, it's servants agents or workmen unrestricted access to the premises at all times of day or night in the absolute discretion of the Company in Order that the Company may complete the installation in accordance with the terms of the agreement.

9. The Customer shall ensure that the installation area is empty and free from all other tradesmen or workmen, and that the floor and walls thereof are level and true. If the site dimensions vary from the dimensions upon the plan submitted to and approved by the Company, the Customer shall be responsible to pay the Company for any additional works necessary to complete the installation in a proper workmanlike manner.

10. Should the workmen, servants or agents of the Company be unable to complete the installation due to any disruption of whatever nature, other than caused by the Company's workmen, servants or agents, the Company shall have the right to withdraw the installation team from the worksite and the Customer shall be liable for all additional expenses thereby incurred by the Company.

11. Goods supplied by the Company shall be at the Customers risk immediately upon delivery to the Customer or as directed by the Customer or into custody on behalf of the Customer and the Customer therefore ensure the premises in which the goods are stored are secure and that the goods are properly insured against all risks from the date of delivery, with the Company's interest therein noted upon the policy of insurance.

12. Once the Order has been accepted by the Company the Company shall use its best endeavours to complete the works subject of this Order within a reasonable time. All time limits are by way of estimate only and the Company shall not be liable to make good any damage or loss arising directly or indirectly out of delay in completion of the installation. Time is not of the essence.

13. All guarantees given by the Company whether in respect of installation works or materials is personal to the Customer only and shall not be transferable.

14. The Company reserves the right to vary at its absolute discretion, the materials to be used in the manufacture of the goods the subject of this Order and replace them with other materials of at least equal quality.

15. Samples of goods are supplied as indicative of the quality of goods to be supplied, without any guarantee or representation on the part of the Company as to exact dimension, colour or physical characteristics.



16. The Customer must ensure that a supply of electricity is available at the installation site. Alternatively, the Customer shall, give the Company not less than 6 weeks in writing of the unavailability of an electric supply to enable the Company to provide an electric generator in respect of which a hire charge shall be paid by the Customer to the Company.

17. Electrical or gas appliances are not guaranteed by the Company and are subject to the manufacturer's own guarantee and after sales service.

18. Should any gas or electric appliances become unavailable to the Company for installation due to no fault of the Company, the Customer shall be entitled to withhold payment to the Company only in respect of the cost to the Customer of those items and payment for the remainder of the installation shall be made in accordance with the terms of this Order.

19. Unless specifically provided for this Order does not include any re-plastering, re-tilling or re-decorating works of any kind. Such works shall be the responsibility of the Customer.

20. Claims for loss of goods in transit must be notified to the Company and the Company's carriers within 48 hours in the case of gas and electrical appliances and within 3 days for any other goods and in either case must be signed as not examined. Unless this condition is strictly observed, the Company shall be under no liability in respect of loss or damage occasioned in transit.

21. Once accepted by the Company this Order may not be cancelled or varied by the Customer unless the Company so agrees in writing and then only upon terms which will indemnify the Company against loss. Without in any way limiting the rights of the Company the Company will only accept a cancellation or variation of an Order (including without limitation a change in the delivery date agreed) if written notice of the same is given to the Company by the Customer not less than 10 days prior to the anticipated or agreed delivery date. If less than 10 days prior notice is given and the Company accepts the cancellation of the Order, the Company nevertheless reserves the right to make a charge of 25% of the original Order value. Any Order relating to goods made to Order or kitchen appliances of the Order cannot be cancelled after acceptance by the Company.

22. (I) The Company's liability shall be limited in all cases to a maximum of the price paid by the Customer to the Company including installations.

(II) The Company shall not be under any liability in respect of any defect in the product nor in respect of or in connection with any loss or damage including without prejudice to the generality of the foregoing any loss of profit for other consequential loss of any description in connection with the product or any work done in connection herewith.

23. Any waiver by the Company and any concessions shown by the Company shall be without prejudice to the Company's rights under these Terms and Conditions and shall not in any way prevent the Company from subsequently exercising such rights.

24. This agreement shall be deemed to be made in England and any dispute shall be determined in accordance with the English Law

(I) The goods supplied under this contract shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the agreed price and any carriage charges.

(II) If the payment for the goods is overdue in whole or in part together with the full price of any other goods subject to another contract with the Company, the Company may (without prejudice to its rights) recover its products and may for the purpose of recovery of its products enter upon any premises where they are stored or where they are reasonably thought to be stored and may recover the same.

(III) Until such time that the Customer becomes owner of the goods, the Customer will store them on his premises separately from his own goods and those of any other person and in a manner which makes them readily identifiable as the goods of the Company.

25. This agreement contains all terms of the contract between the Company and the Customer and no variation to both terms and conditions shall be binding unless agreed in writing between the authorising representative of the Customer and the Company