

# Terms and Conditions of Sale

## 1. Definition

- 'Condition' means the standard terms and conditions of sale set out below, including any special terms and conditions agreed in writing by us.
- 'Contract' means any contract for Goods made between you and the Company.
- 'Goods' means the packaged products or services which we shall supply in accordance with these Conditions.
- 'We' means Eco Interior Solutions Ltd ('Eco Interiors'), KayBee Building, Dewsbury Road, Fenton, Stoke on Trent ST4 2TE. Company Reg. No. 5269376.
- 'You' means the customer seeking to purchase the Goods from us, and shall be construed accordingly.

## 2. Pricing & Offers

The Eco Interiors team strive to ensure that prices and technical specification information are accurate at the time of quotation. However we are entitled to make amendments to the price to take into account any increase in our supplier's prices or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed. In this unlikely event, we cannot be held responsible for any inaccuracies at any time. Any price changes will be advised and agreed prior to accepting your order.

Any percentage saving calculations can be calculated using a manufacturer's recommended retail price, current available price for an item, or the previous 'sold as' price. Prices revert to previously published price after the event. We reserve the right to withdraw an offer at any time.

## 3. Deposits & Payments

A deposit of 20% is required when placing order. All bathroom furniture items however, due to their specific nature, must be paid for in full when placing the order. Any balance is then due prior to delivery taking place.

## 4. Security

Your security is our first priority. We operate fully in accordance with current GDPR legislation. Your credit card details are used only whilst the order is processed. No card data is written down or saved in any way. Your personal details will not be passed on to a third party without your express consent.

## 5. Delivery & Collection

Delivery is free of charge within 30 miles of our Fenton Showroom. Deliveries outside of this radius are available at extra charge – please request a quotation.

You may alternatively collect your goods from our Fenton showroom, with prior arrangement.

We are unfortunately unable to leave products with neighbours or in sheds, nor are we responsible for any delays in getting your goods to you.

When your order arrives at your address, you will be given the opportunity to check and sign for the products. During delivery, we recommend a visual inspection of your order on arrival for any obvious damages, and to ensure that all products ordered are present. You are not expected to check every item before signing for the delivery.

Once you receive your items, please do not store them away for later inspection, as if any goods received are damaged, faulty or incomplete, you must notify us within 48 hours of delivery via email or telephone. Please open each box and check thoroughly for damages.

Upon signing, responsibility for these products passes on to you, and any risk of damage or loss is assumed by the purchaser. We are not responsible for any goods received or unpacked by anyone other than the purchaser, so please ensure that person is present to check and sign for the goods at the supplied delivery address.

Please do not fit any damaged goods, as we will be unable to replace or refund damaged items which have been installed. If you find your goods are damaged, we undertake to replace the article free of charge, which shall be the limit of our obligation.

If you fail to take delivery on the date agreed, then we reserve the right to charge for any subsequent deliveries.

We advise against booking any installers, or engaging in preparatory work until full receipt and inspection of your goods, and will not be liable for any tradesperson costs, consequential loss or compensation in any way. Delivery timescales are given as estimates in good faith, but cannot be taken as precise or exact information.

We will not be liable for any plumbers costs, consequential loss or compensation in any way.

Availability of any out of stock items will be on an estimated timescale basis. These are dates estimated by our suppliers, and are subject to change. We will confirm when an item is back in stock via either telephone or email, and then arrangements can be made for delivery/collection.

## 6. Cancellation Rights

Orders may be cancelled by customers with our written sanction only. Goods made to special order cannot be cancelled. Re-stocking charges apply to most returned materials. Re-stocking charges will be paid by the customer if the customer cancels an order but gives less than three weeks notice of cancellation.

## 7. Warranty And Liability

Most products available from Eco Interiors are supplied with a 12 months manufacturer's warranty. Some items, however, have longer warranty periods – please ask for details.

## 8. General

Please note that all orders are subject to Eco Interiors accepting said order, at which point a contract is formed between both parties and the goods are dispatched. Title and ownership of goods will pass to the customer on delivery. Point of accepting the order is considered to be the point of process, picking and packaging at our warehouse or distribution location.

On occasion the manufacturer may make small changes to the design of a product, due to this, the item/items you receive may have small differences to the picture displayed in the brochures.

Due to the manufacturing, buying and firing processes, there are often some variations in size, shape, colour and pattern in tiles, therefore the seller accepts no liability. In order to reduce risk, we strongly recommend the Buyer, Tiler or Tradesperson to use wherever possible tiles from the same batch.

All prices stated include VAT at 20%.

The Contract and Conditions shall be governed by the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.

Any notice required or permitted is to be given by either party to the other under the Conditions these shall be in writing and addressed to the other party and delivered to the address provided at the time the order is confirmed or any subsequent or alternative address which one party may notify to the other from time to time.

The terms and conditions do not affect your statutory rights.