

Terms & Conditions

Throughout these conditions of sale, the terms: "HSI" refers to High Street Interiors Limited

"the buyer" refers to the company or concern placing the order

"the order" refers to each order placed by the buyer to HSI for the supply of goods

"the goods" refers to the articles-things services or work to be supplied or undertaken by HSI to or for the buyer

"the contract" refers to the contract made by acceptance of the order, by HSI under these conditions of sale.

1. The acceptance (including acceptance implied By Delivery) of the order shall be subject to the Conditions appearing here under. Any variation thereof shall only be valid if confirmed in writing by HSI and the buyer.

Where the order by the buyer on HSI is made subject to the buyer's printed standard form of Conditions the buyers conditions shall not operate and the conditions appearing hereunder shall apply.

2. HSI reserves the right to refuse the order to delay execution of the order to request payment in part or full prior to execution of the order or to cancel any contract entered into with the Buyer prior to commencement of deliveries to the buyer prior to delivery if HSI's normal enquiries indicate that the buyer's credit may not be sufficient to meet the needs of the contract. The buyer will if requested by HSI take any reasonable steps to satisfy HSI prior to the execution of the order to its credit-worthiness such as the provision of trade and bankers references.

3. While HSI shall endeavour to despatch or deliver the goods within timescales agreed with the buyer or in the absence of such agreements as soon as reasonably possible HSI shall not be liable for any costs losses expenses or damages caused by any delay in despatch or delivery of the goods.

4. Until the price together with any interest and any other sums due from the buyer have been paid in full the goods shall remain the property of HSI if purchased for resale the buyer shall safely store the goods while in the buyers possession until payment has been made to HSI in such a way that they can be identified as the property of HSI.

If the buyer resells the goods it shall not give unauthorised warranties on behalf of HSI.

If the buyer disposes of the goods before the price together with any interest or any other sums due from the buyer to HSI have been paid in full the sale proceeds shall belong to HSI in respect of the goods. Failure on the part of the buyer to pay in full and when due for the goods will give HSI the rights (without prejudice to any other remedies) to repossess the goods with or without prior notice to enter upon any premises in which the goods may be for the purpose of repossession and to sue the buyer for the price together with any interest and any other sums due from the buyer.

The goods may not form an asset or book debt to the buyer or to a receiver or liquidator and HSI hold the buyer receiver or liquidator responsible to make good ALL SUMS personally if they dispose of the goods.

5. In the event of cancellation of the order at any time by the buyer for any reason whatsoever HSI shall be entitled to make a cancellation charge which shall be paid by the buyer within

twenty-eight (28) days of notification of the charge by HSI to the buyer.

6. Payment terms are strictly net and payment must be made within (30) days of the date of each and every invoice unless otherwise agreed in writing. The buyer shall not be entitled to withhold payments either wholly or in part when it becomes due on any grounds whatsoever except where otherwise expressly agreed in writing with HSI. All payments shall be made to High Street Interiors Ltd. HSI shall be entitled to charge interest at the rate of two per cent (2%) above National Westminster Bank Plc base rate per day for the time being in force.

7. HSI prices are exclusive of value added tax (VAT) which shall be added where applicable at the rate of ruling at the date of the applicable tax point and shall be paid by the buyer.

8. All drawings and specifications by HSI shall remain the property of HSI and the copyright is reserved accordingly and on copies made or extracts taken without the written consent of HSI. Any drawings or specification so prepared shall be returned by the buyer to HSI on demand together with any copies made.

9. HSI shall be responsible for making good any defects in the goods due to defective workmanship or faulty materials provided that any such defect and the nature of it is notified to HSI in writing within a period of one (1) month from the date of delivery as defined in clause 3 hereof. HSI shall be under no further liability to the buyer in respect of the sale or repair to the goods and in no circumstances shall HSI be under any liability for any consequential loss arising for any defect in the goods.

10. Goods incorrectly ordered or no longer required will not be taken back for credit.

11. No relaxation or indulgence by HSI in enforcing and of the conditions here or granting of time by HSI to the buyer shall prejudice affect or restrict the rights and powers of HSI here under nor shall any waiver of any subsequent or continuing breach thereof.

12. The contract between HSI and the buyer shall in all respects be governed by and construed according to the Laws of England.

13. The prices quoted by HSI shall be correspondingly increased where between the time of the quotation and the completion of the order charges of HSI or where the buyer requests work to be performed by HSI outside HSI's normal working hours.

14. Unless otherwise agreed in writing delivery of the goods at the premises of its specified destination goods supplied by HSI shall be at the buyer's risk immediately on delivery to the buyer or its agent.