

Easibathe and Easiaccess Terms and Conditions for the Sale of Goods and/or Services

DEFINITIONS

Company means Easibathe Limited (incorporating Easiaccess) of Independence House, Federation Way, Lancaster Road, Dunston, Tyne and Wear, NE11 9JR, Company number 03739301.

Customer means the person or organisation who submits or places an order to buy the Goods and/or Services from the Company, or who otherwise directly receives the benefit of these.

Goods means the products which the Company is to supply.

Services means the installation/services to be provided by the Company for the Customer.

Contract means the Contract for the purchase of the Company's Goods and/or Services, always subject to the conditions.

Conditions means the terms and conditions of sale set out on this form and any special conditions.

Special Conditions means any specific terms which appear on our Sales Order/Invoice and form part of the Contract.

Price means the total cost for the Goods and/or Services as set out on the Sales Order/Invoice.

1. CONDITIONS APPLICABLE

- a. These Conditions shall apply to all Contracts for the sale of Goods and/or Services by the Company to the Customer.
- b. All orders for Goods and/or Services shall be deemed to be an offer by the Customer to purchase Goods and/or Services pursuant to these Conditions.
- c. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- d. Any variation to these Conditions must be agreed in writing by the Company.

2. GOODS / SERVICES

- a. The Company shall sell, and the Customer shall purchase Goods and/or Services in accordance with the Customers order overleaf.
- b. The Price of the Goods and/or Services shall be the Company's invoiced Price and are inclusive of VAT, chargeable at the applicable rate.
- c. The Customer shall be responsible for ensuring the accuracy of their order and for giving the Company any necessary information relating to Goods and/or Services.
- d. The Customer shall inspect the Goods upon delivery and notify the Company within 24 hours of any defect, failure or related issue.
- e. Where installation is to be carried out by the Company's personnel, the Customer shall make all arrangements necessary to ensure that such personnel are able to carry out and complete the installation safely and unhindered.

3. RETURN OF GOODS / CANCELLATION OF SERVICES

- a. These conditions do not affect your statutory rights as a Customer.
- b. Custom made-to-order products are not eligible for return or credit.
- c. On supply of Goods, the Customer must notify the Company within 24 hours of any problems. Failure to do so may result in the Company being unable to help resolve delivery and/or product and/or quality issues.
- d. Goods can only be returned when agreed and authorised by the Company and in any event, within 7 days.
- e. In the event of Goods being returned owing to fault on the part of the Company, carriage costs and restocking fees will not be charged.
- f. Goods returned will be subject to a 15% restocking charge unless faulty, as agreed by the Company.
- g. The Customer is responsible for making arrangements and covering the cost of returning the Goods unless deemed faulty, as agreed by the Company.
- h. All Goods returned must be in their original packaging and secured for carriage in the manner in which they were received.
- i. If the Customer cancels the Contract at any time after commencement, the Company shall raise a charge commensurate

with the value of the Services and/or Goods provided, up to that point.

4. TITLE AND RESPONSIBILITY

- a. The Goods shall be the Customers responsibility following delivery.
- b. Despite delivery having been made, ownership of the Goods shall not pass from the Company until the Customer has paid the Price in full.

5. PRICE AND PAYMENT

- a. Payment of the Price shall be due within 30 days end of month, unless payment has already been made.
- b. For private installation Services, an agreed non-refundable deposit of the total value is payable at point of order. The final balance payment will be payable on the day of completion.
- c. Stage payments may be required for some larger installations and will be agreed with the Customer before any Services commence.
- d. Failure to pay the Price of the Goods/Services within the period specified will entitle the Company to:
 - i. cancel the Contract;
 - ii. decline to make further deliveries or supply of Goods and/or Services;
 - iii. charge the Customer interest on all overdue invoices from the date when payment becomes due until the date of payment at the rate of 4% above Lloyds Bank Plc's base rate; and
- e. The Customer shall indemnify the Company in respect of any bank charges it incurs which are attributable to an act or omission of the Customer.

6. DELIVERY OF THE GOODS

- a. Delivery of the Goods shall be made by the Company to the place agreed with the Customer as noted on the Sales Order.
- b. For goods being transferred to Northern Ireland from Great Britain, the International Commercial Terms will be on the basis of Delivered Duty Paid, unless otherwise expressly stated.
- c. All delivery times and dates quoted by the Company are approximate only and are not guaranteed.
- d. The Company shall not be liable for any delay in delivery of Goods or the performance of Services however caused.
- e. The Customer shall make all necessary arrangements to take delivery of the Goods.

7. CONTRACT PERFORMANCE EXCLUSION

- a. Neither party shall be liable to the other for any loss of use, revenue, profit (inc. anticipated), financial losses, increased costs, expenses, savings, wasted expenditure, loss of any contract, special damages, any direct, indirect or consequential losses or damages, including the failure of any products supplied to carry out their intended function, and all economic losses which may be suffered by any party arising out of or in connection with this Contract.

8. CONFIDENTIALITY

- a. Each party to the Contract agrees that the information will be treated as private and confidential and neither party shall publish or disclose any detail to any third party.

9. DATA PROTECTION

- a. The Company will take all necessary precautions to keep the personal details of the Customer's order and payment secure.
- b. The Company will only use the personal information provided by the Customer for the purpose of fulfilling the Customers order and in accordance with the General Data Protection Regulations.

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

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