

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Interpretation

in these conditions:

“Buyer” means the person whose order for the Goods and/or Services is accepted by the Seller;
 “Goods” means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these conditions;

“Seller” means (*franchisee company name*) trading as franchise of Ripples;

“Conditions” means the standard Terms and Conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

“Contract” means the Contract for the purchase and sale of the Goods and/or as the case may be, the supply of Services;

“Services” means the design services which the Seller is to supply in accordance with these conditions.

2. General

(a) All quotations are given and all orders are accepted on these Conditions, which supersede any other terms appearing elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations and any course of dealing established between the Seller and the Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to these Conditions.

(b) The Buyer acknowledges that there are no representations outside these Conditions which have induced him to enter into the Contract and these Conditions shall constitute the entire understanding between the parties for the sale of the Goods and/or, as the case may be, the supply of services.

(c) No variation to these Conditions shall be binding unless agreed in writing between the parties. The signing by the Seller of any of the Buyer’s documentation shall not imply any modification of these Conditions.

(d) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

(e) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

3. Quotations

(a) Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Buyer and shall be deemed to be withdrawn unless accepted within 30 days from their date.

(b) No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.

(c) Quotations are issued and orders accepted on terms that the Seller has no responsibility for installation. Installation shall be governed by a separate contract between the Buyer and the relevant installation contractor and the Seller shall have no obligations or responsibilities regarding installation including where the Seller recommends an installation contractor.

(d) Quotation are issued and orders accepted on terms that the Seller will normally include within the price quoted recommended designs for fitting and display of the Goods but on terms that the Seller shall have no responsibility for installation of the Goods.

4. Price

(a) The price of the Goods shall be the Seller’s quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller’s published price list current at the date of acceptance of the order.

(b) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instruction.

(c) The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of Payment

(a) In the case of non-stock orders, unless otherwise agreed and subject to clause 9 below, the Goods are sold subject to payment of a deposit of 50% of the price on acceptance of the order by the Seller. The balance of the price shall be payable within 14 days of notification by the Seller to the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods. The time of payments of the price shall be of the essence of the Contract.

(b) In the case of Goods sold from stock, provided the Buyer has a credit account with the Seller and unless otherwise agreed and subject to clause 9 below, the Goods are sold subject to payment in full by the Buyer within 28 days of the date of issue of the invoice. In any other case the Goods are sold subject to payment in full upon acceptance of the Order by the Seller.

(c) In the event that full payment is not received by the due date interest shall run on the unpaid balance at the rate of 5% per annum above Barclays Bank base rate or the prevailing rate as stated in S.69 of the County Courts Act 1984 or S.35A of the Supreme Court Act 1981 such rate to be determined by the Seller and such interest to accrue from the date of issue of the invoice until payment in full is made after as well as before judgment therefor (a part of a month being treated as a full month for the purpose of calculating interest).

(d) If the Buyer fails to make any payment on the due date, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to (i) cancel the contract or suspend any further deliveries to the Buyer, and (ii) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit.

6. Delivery

(a) Delivery of the Goods shall be made by the Buyer collecting the Goods from the Seller’s premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. If the Contract so specifies delivery shall be made by the Seller to the Buyer.

(b) Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods

may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

(c) If the Buyer fails to take delivery of the Goods (otherwise than by reason of any cause beyond the Buyer’s reasonable control or by reason of the Seller’s fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- (i) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

(d) Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7. Cancellation

The Buyer may not cancel the Contract without the consent of the Seller which, if given, shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

8. Risk and Property

(a) Risk of damage to or loss of the Goods shall pass to the Buyer;

- (i) in the case of Goods to be delivered at the Seller’s premises, at the time when the Seller notifies the Buyer the Goods are available for collection; or
- (ii) in the case of Goods to be delivered otherwise than at the Seller’s premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

(b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in, and the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all of the Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

(c) Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller’s fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller’s property. Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

(d) Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

9. Warranties and Liability

(a) Subject to the Conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.

(b) The above warranty is given by the Seller subject to the following Conditions:

- (i) the Seller shall be under no liability in respect of any defect arising from fair wear and tear, defective or negligent installation, wilful damage, negligence, abnormal working conditions, failure to follow the Seller’s instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller’s approval;
- (ii) the Seller shall be under no liability under the above warranty (or any other warranty, Condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

(c) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery and prior to the commencement of installation. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

(d) The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller’s obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller’s reasonable control.

(e) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller’s sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

10. Supply of Design Services

(a) Included within the Contract is the provision of recommended designs for fitting and display of the Goods but subject always to the Seller accepting no responsibility for installation of the Goods.

(b) Any invention or improvement, design or drawing made, or process of information discovered, or copyright work, trademark, trade name or get up created by the Seller during the continuance of the Contract (whether capable of being patented or registered or not and whether or not made or discovered in the course of the Contract) shall belong to and be the absolute property of the Seller.

11. Proper Law

The Contract shall be governed by and interpreted in accordance with English law and the Buyer submits to the jurisdiction of the High Court of Justice in England but the Seller may enforce the Contract in any Court of competent jurisdiction.

12. Insolvency of Buyer

If the Buyer (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation or a receiver or an administrative receiver is appointed of any of the property or assets of the Buyer, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer.