

## TERMS OF SALE

Orders are accepted by Homespares Centres Limited, hereinafter referred to as 'The Company' only on these Conditions of Sale. 'The Customer' means the person who has contracted with the Company for the purchase of goods. Terms proffered by the purchaser shall not apply.

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Homespares Centres Limited

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Tel: +44 (0)1204 558 160

Fax: +44 (0)1204 558 161

Email: [office@hscl.info](mailto:office@hscl.info)

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### 1. OPENING AN ACCOUNT

- a) A prospective customer that wishes to place orders with The Company is requested to complete an application form. In case of a credit application, the credit application form will be passed onto a third party credit-referencing bureau for approval. Until the application has proved acceptable to The Company, customers will only be supplied on a payment in advance basis.
- b) After accepting the prospective customer as a Customer, an account number will be provided to the Customer and the Company will be able to accept orders under and subject to these Conditions Of Sale. Account numbers must always be quoted when placing an order.

### 2. ORDERS, PRICE LISTS AND CATALOGUES

- a) The Company reserves the right to alter any of its pricing structures and lists without prior notice. All previous lists are cancelled. Prices are quoted in GBP £ Sterling exclusive of VAT which will be an additional charge payable by the Customer and calculated at the rate applicable at the date of supply. In the event that payment is received in any other currency, the debt will not be deemed as settled until all bank charges and exchange charges incurred by The Company have been paid in full by the Customer.
- b) Goods will be charged at the price ruling at the date of despatch except for bona fide contract orders accepted by the Company at a fixed price when they were placed.
- c) Special offers are available within dates specified and subject to stock availability.
- d) The Customer will be responsible for the full cost on any special requirements relating to goods not deemed to be normal stock items.
- e) Any item specifically ordered for a Customer and which is not a normal stock item cannot be cancelled once ordered and cannot be accepted back for credit once delivered.
- f) Orders given, quoting part numbers, from our range of products are processed without delay. Orders by description or with inadequate information will take longer to process and may result in errors.
- g) All orders are subject to a minimum order charge as ruling at the time of order acceptance.
- h) Where delivery is by instalments, part deliveries shall be deemed to constitute separate contracts.
- i) The prices given in all quotations, specifications or contracts are based on the full quantities shown therein and the Company reserves the right to revise prices in the event of the quantities or the nature of the order being altered.
- j) On picking your order if The Company finds a part not available on the day, it will be placed on backorder, this is shown on the delivery note. Cancellation in this instance is at the Customer's discretion except in the case of special orders. Backorder parts will be invoiced at the prevailing prices, at the time of despatch, which may differ from the quoted price at the time of order.
- k) Copy invoices will be charged at £0.75 per copy plus VAT.
- l) Catalogues, price lists, specifications and other advertising matter are only an indication of the types of products offered and no particulars therein shall be binding on the Company.
- m) All prices and products therein are subject to alteration or withdrawal from time to time without notice. All prices indicated are given as a guide only and may vary and are subject to VAT at the prevailing rate. The Company reserves the right to alter any of its pricing structures without prior notice.
- n) Nothing in the printed price list shall be deemed to constitute an offer and the Company reserves the right to refuse or accept any order. Placing an order implies the acceptance of these terms of trading and shall be part of any contract entered into.
- o) All references to manufacturers' names or model or part numbers and any depiction by photographs or drawings are solely for reference and identification purposes. There is no connection or endorsement implied with the original assemblers in case it is not a genuine product.



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- p) Information detail is gathered with due diligence to ensure accuracy. The Company cannot accept any responsibility for any alteration of specification, no matter how caused, or any errors, omissions or consequences thereof.
- q) Telephone calls may be monitored for training purposes only.



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### 3. TERMS OF PAYMENT

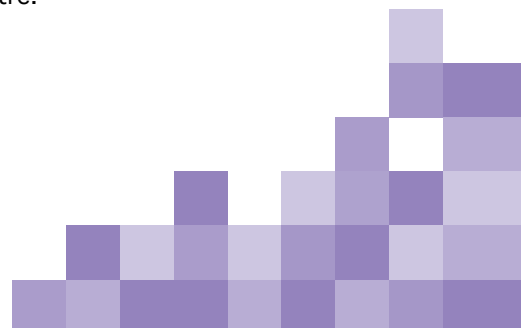
- a) Payment of invoices shall be without any deduction or set-off either before despatch, or there where a credit account is provided, not later than the 20th day of the month following that in which the invoice is dated.
- b) If the Customer fails to make payment in full in accordance with sub paragraph a) of this condition, then (without prejudice to any other rights of the Company)
  - 1) The Company shall be entitled to suspend all or any other deliveries to be made under that or any other contract with the Customer and in such event; the Customer shall not in any respect be released from his obligation to the Company under that or any such other contract.
  - 2) Instead of suspension in accordance with paragraph a. above, the Company shall be entitled to terminate the relevant contract or any other contract with the Customer in accordance with condition 4 below and to claim damages from the Customer for breach.
  - 3) The Company reserves the right to alter discounts where applicable and resort to pro-forma payments in advance.
- c) The Company reserves the right at any time to charge interest on a day-to-day basis at an annual rate of 4% over the Sterling base rate announced by the Bank of England; from the due date for payment before as well as after any Judgement that may be obtained
- d) A Customer shall not be entitled to withhold payment of an account payable under a contract with the Company because of a disputed claim of any nature, nor shall the Customer be entitled to set off against any amount payable under the contract to the Company, any monies which are not then presently payable by the Company or for which the Company disputes liability.

### 4. TERMINATION OF CONTRACT & CANCELLATION

- a) The Company may, without prejudice to the Customer, terminate any contract forthwith if:
  - 1) The Customer shall commit any breach of any of the terms (including without limitation terms concerning the time for payment of the purchase price) of this or any other contract with the Company and on its part to be observed or performed PROVIDED if such breach is remediable that the Company have previously given to the Customer notice thereof and the same has not been remedied within seven days thereafter.
  - 2) The Customer compounds with or negotiates for any composition with its creditors generally or permits any judgement against it to remain unsatisfied for seven days.
  - 3) Being an individual, the Customer shall die or have a receiving order made against him/her or commit any act of bankruptcy.
  - 4) Being a Company, the Customer shall call any meeting of its creditors or have a receiver of all or any of its assets appointed or enter into any liquidation.
- b) The Customer shall have a right to terminate the contract without prejudice if the Company should call any meeting of its creditors or have a receiver of all or any of its assets appointed or enter into any liquidation.
- c) Cancellations cannot be accepted if the Company has contractually committed itself.

### 5. CARRIAGE AND DESPATCH

- a) Carriage will be charged extra and current charges are available upon request. Times of delivery cannot be guaranteed and the Company cannot be held responsible for errors arising outside of its control. Any times quoted for despatch are to be treated as estimates only and in no circumstances will the Company be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the goods. Certain postcode areas are excluded from next day delivery. Details are available through The Company's customer contact centre.





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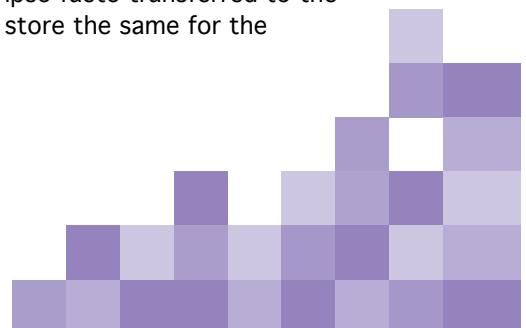
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- b) No claim for damage in transit, shortage of delivery or loss of products will be entertained unless the Customer shall have given to the Company written notice of such damage, shortage or loss with reasonable particulars thereof, within three working days of delivery.
- c) Likewise complete non-delivery must be notified within five working days of the invoice date.
- d) Any claims for damage, shortages or losses shall also be notified by the Customer to the carriers in the manner and within the time limit stated in the carriers' terms and conditions. If the Customer fails to give the appropriate notice(s), the Customers claim will be deemed to have been waived and absolutely barred.
- e) Goods will not be delivered to domestic premises unless special arrangements are made.
- f) Save as regards to provisions as to payment in section e) above, each delivery shall constitute a separate contract and failure or defect in one delivery shall not affect in any way the contract as to each remaining delivery.
- g) Where previously arranged delivery dates have been agreed, then in the event of failure on the Customer's part to accept delivery or postponement of delivery at the Customer's request the Company shall not afterwards be bound to repeat such deliveries. Any relevant and related charges will be payable by the customer.
- h) Notwithstanding sub-clause a) above, if the Company decides either at the Customer's request or on its own initiative to store the goods until such time as the Customer is ready to take delivery thereof, then the Customer shall be liable to pay the Company its reasonable storage charge together with the costs of re-delivery and of all extra loading and unloading costs caused by the Customer's failure to take delivery on the due date. Such goods will be held in stock at the Customer's own risk.

## 6. PROPERTY IN THE GOODS

- a) Title to the goods and materials supplied shall remain with the Company until all monies due from the Customer to the Company on any account have been paid in full.
- b) Until the property in the goods has passed, the Customer will hold the goods in a fiduciary capacity and will not obliterate any identifying mark on the goods or their packaging and will keep the goods separate from any other goods.
- c) The Company may at any time after payment for the goods has become due take possession of the goods (which for the avoidance of doubt will include the right to stop the goods in transit) and remove them and the Customer shall be deemed to have granted irrevocable authority to the Company to enter upon the Customers premises or other premises where the goods may be by its employees or agents to take possession of the goods, and if necessary to dismantle the goods from anything to which they are attached.
- d) If the Company avails itself of such right, the Company will account to the Customer for any expenses incurred by the Company in or about the recovery.
- e) Where the Company is unable to determine whether any goods are the goods, the Customer shall be deemed to have sold all the goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
- f) The Company will have the right to maintain an action against the Customer for the price of the goods notwithstanding that property in the goods has not passed.
- g) Notwithstanding the foregoing, risk in the goods shall pass to the Customer when the goods are delivered to the Customer or when the Customer has been notified that the goods are ready for delivery (whichever is earlier).
- h) Should the Company require to employ a Professional Collection Agency or Solicitor to collect any monies due under the contract, the whole cost of such collection, including the professional fees, shall be borne by the Customer.
- i) If the Customer incorporates such goods into other products (with addition of his own goods or those of others) or uses the goods as materials for other products (with or without such addition) the property in those other products is upon such incorporation or use ipso facto transferred to the Company and the Customer as bailey of them for the Company will store the same for the Company in a proper manner without charge to the Company.



## 7. CUSTOMERS REQUIREMENTS

- a) Where any design or construction is produced and supplied to a Customer's specification, the Customer will at all times keep the Company effectually indemnified against all actions and proceedings, costs, claims, damages and expenses and demands whatsoever as a result of any claim or proceedings of whatsoever nature made or brought by a third party arising there from.
- b) If the customer should require any alterations in design specifications, construction or quantities as specified in this contract and the Company agrees to such alterations, then the Company shall be at liberty to revise the purchase price to include any increased costs occasioned by such actions.

## 8. CLAIMS, RETURNS, GUARANTEE AND COMPLAINTS

- a) All rules, regulations and procedures with regards to claims and returns are described in the Returns Procedure and can be found on our website or can be obtained by contacting our customer contact centre.
- b) No complaint that arises from improper installation can be considered. The Company will not accept the return of any goods unless such return has received the prior approval of the Company. Goods returned for credit due to the Customers error will only be credited at 80% of the original invoice price or scrap value if not in perfect condition except in the case of special orders. This includes returns arising from duplication of orders due to the failure of the Customer to mark confirmation orders as such. The Company's liability for defective material will be limited to replacement value as set out below in Clause 11 and no claims will be considered for labour or other charges in connection with installation or removal.
- c) Complaints with regard to design or visual defects or variation from the Customer's requirements will only be considered prior to the goods being fitted. Complaints of unsuitability, of physical defects or failure to comply with previously specified performance or standards would not be considered. No liability for claims regarding fitness for purpose can be accepted if the quality concerned is used for a location other than that recommended in the appropriate quality standard.
- d) Guarantees quoted apply only to regular priced goods purchased under normal trading conditions.

## 9. MATERIALS

The Company is constantly endeavouring to improve the quality of its products and therefore reserves the right to alter without prior notice the specification of any product if new and improved materials and methods of manufacture become available.

## 10. FORCE MAJEURE

The performance of all contracts is subject to any act of God, war, strike, lock-out, fire, flood, drought, tempest or any other cause beyond the control of the Company and the Company shall not be held responsible for failure to deliver or comply with a contract due to any such contingency.

## 11. LIABILITY

- a) The liability of the Company under this contract shall be limited to the replacement value of any goods agreed by the Company to be defective. Goods agreed by the Company as defective will be replaced free of charge as originally ordered or, at the Company's option, appropriate credit will be given providing that notice of any such defect shall have been given in accordance with these conditions. The foregoing is given in lieu of all conditions and warranties of every kind whether express or implied by law or otherwise all of which are expressly excluded and no liability is accepted for damage or loss of any kind whether caused by negligence or otherwise and whether direct or consequential. The Company shall be under no liability whatsoever in respect of any loss or damage to third parties caused directly or indirectly by the goods or arising by reason of their use, and the Customer shall at all times indemnify the Company against such loss or damage.
- b) Products are supplied on condition that the customer undertakes at all times to comply with current legislation (and to draw third parties' attention and require them to take and comply with) all instructions and recommendations issued with or contained on or relating to the products and all reasonable and prudent precautions as to installation, use, maintenance, cleaning and otherwise.



- c) The copyright and all patent and other industrial property rights in the Company’s designs, data sheets, packaging and literature shall remain The Company’s property and no license there under (except as to the use for which the products are supplied) shall be implied.

**12. WAIVER**

No waiver by the Company (express or implied) of any of these conditions in any contract made with the Purchaser shall prevent The Company from enforcing or relying on these Conditions in full in any subsequent contract made with the Purchaser.

**13. LAW**

All contracts to which these Terms and Conditions of Sale apply shall be governed by and construed in accordance with English Law.



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