

TERMS AND CONDITIONS Please read all these terms and conditions. 1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**) The Tile & Bathroom Shop of Unit 3c, Bess Park Road, Trenant Industrial Estate, Wadebridge, Cornwall, PL27 6HB email info@thetileandbathroom.shop; tel 01208812334 ; fax 01208812334 (the **Supplier** or **us** or **we**). 2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Interpretation 3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession; 4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods; 5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order; 6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order; 7. **Order** means the Customer's order for the Goods from the Supplier as set out Goods 8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size. It is the customer's responsibility to ensure manufacturers tolerances meet their requirements. 9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate. Basis of Sale 10. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods. 11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.~ 12. A Contract will be formed for the Goods ordered, only upon the Supplier's written acceptance of the Order or if earlier, the Supplier's delivery of the Goods to the Customer. 13. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time. 14. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing. Price and Payment 15. The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing. 16. Prices and charges include VAT at the rate applicable at the time of the Order. 17. Payment for Goods must be made at least 1 day in advance of delivery. You must pay in cash, bank transfer or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods. Delivery 18. We will deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay. 19. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them. 20. You agree we may deliver the Goods in instalments if

we suffer a shortage of stock or other genuine and fair reason. 21. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them. 22. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them. Risk and Title 23. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you. 24. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them. Withdrawal 25. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. If the contract has been made any cancelled orders will be subject to a non-negotiable 25% restocking fee. Special Orders are non-returnable without exception. Stock items can be returned and will be credited using the same method as payment was received Conformity 26. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation. 27. Upon delivery, the Goods will: a) be of satisfactory quality b) be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and c) conform to their description. 28. It is not a failure to conform if the failure has its origin in your materials. Circumstances beyond the control of either party 29. In the event of any failure by a party because of something beyond its reasonable control: a) the party will advise the other party as soon as reasonably practicable; and b) the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid. Excluding liability 30. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession. Governing law, jurisdiction and complaints 31. The Contract (including any non-contractual matters) is governed by the law of England and Wales. 32. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland. 33. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us directly. All complaints/ disputes should be dealt with in writing, preferably via email. We will aim to respond with an appropriate solution within 5 days.

Our terms and conditions are also available to view on our website.