

Global Veneers		6.6	Business Customers: you do not have the right to set off any money you may claim from us against anything you may owe us.		order, including delivery and/or collection costs, duty and other associated costs plus the cost of work done up until the agreed date of cancellation.
Terms of Trading		6.7	Consumers: you may only set off money you claim from us against money you owe us after giving full written details of your claim and with our written agreement.	11.2	We may suspend or cancel the order, by written notice if:
1	Business customers and consumers	6.8	While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (<i>a lien</i>).		11.2.1 you fail to pay us monies when due (under the order or otherwise);
1.1	Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.	6.9	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.	11.3	11.2.2 you become insolvent;
1.2	All other terms apply to all customers.				11.2.3 you fail to honour your obligations under these terms.
1.3	You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.	6.10	Consumers: clause 6.9 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.		You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 11.1 then apply).
1.4	If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in <i>italic type</i> are legal words which clarify, rather than alter, the meaning of the relevant clause.				
2	Price	7	Title	12	Waiver and variations
2.1	The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.	7.1	Consumers: your statutory rights are unaffected.	12.1	Any waiver or variation of these terms is binding in honour only unless:
2.2	Our quotations lapse after 30 days (unless otherwise stated).	7.2	Business customers: until you pay all debts you may owe us:		12.1.1 made (or recorded) in writing;
2.3	The price quoted excludes delivery (unless otherwise stated).		7.2.1 all goods supplied by us remain our property;		12.1.2 signed on behalf of each party; and
2.4	Business customers: unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.		7.2.2 you must store them so that they are clearly identifiable as our property;		12.1.3 expressly stating an intention to vary these terms.
2.5	Business customers: rates of tax and duties on the goods will be those applying at the time of delivery.		7.2.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;	12.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
2.6	Business customers: at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.		7.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:		
3	Delivery or Collection	7.3	a we revoke that right (by informing you in writing); or		
3.1	All delivery times quoted are estimates only.		b you become insolvent.		
3.2	If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:	7.4	Business customers: you must inform us (in writing) immediately if you become insolvent.	13	Force majeure- business customers only
3.2.1	you may not cancel if we receive your notice after the goods have been dispatched; and	7.5	Business customers: if your right to use and sell the goods ends you must allow us to remove the goods.	13.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
3.2.2	if you cancel the contract, you can have no further claim against us under that contract.		Business customers: we have your permission to enter any premises where the goods may be stored:	13.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
3.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including <i>indirect or consequential loss</i> , or increase in the price of the goods).	7.5.1	7.5.1 at any time, to inspect them; and		
3.4	We may deliver the goods in instalments. Each instalment is treated as a separate contract.	7.5.2	7.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	14	General
4	Delivery and safety	7.6	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	14.1	English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
4.1	We may decline to deliver if:	7.7	You are not our agent. You have no authority to make any contract on our behalf or in our name.	14.2	If you are more than one person, each of you is liable for all of your obligations under these terms (<i>joint and several liability</i>).
4.1.1	we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or	8	Warranties	14.3	If any of these terms are unenforceable as drafted:
4.1.2	the premises (or the access to them) are unsuitable for our vehicle.	8.1	We warrant that the goods:	14.3.1	it will not affect the enforceability of any other of these terms; and
4.2	You are required to provide appropriate equipment and manual labour for unloading the goods at the delivery point.	8.1.1	8.1.1 comply with their description on our acknowledgement of order form; and	14.3.2	if it would be enforceable if amended, it will be treated as so amended.
5	Delivery and risk	8.1.2	8.1.2 are free from material defect at the time of delivery (as long as you comply with clause 8.4).	14.4	We may treat you as insolvent if:
5.1	The goods are at your risk from the time at which you begin to unload the goods at the delivery point.	8.2	Business customers: we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	14.4.1	you are unable to pay your debts as they fall due; or
5.2	Delivery takes place either:	8.3	Consumers: the warranty in clause 8.1 is in addition to your statutory rights.	14.4.2	you (or any item of your property) becomes the subject of:
5.2.1	at our premises (if you are collecting them or arranging carriage); or	8.4	If you believe that we have delivered goods which are defective in material or workmanship, you must:	a.	any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
5.2.2	at your premises or other address specified by you (if we are arranging carriage).		8.4.1 inform us (in writing), with full details, within 3 working days of the defect becoming apparent; and	b.	any application or proposal for any formal insolvency procedure; or
5.3	You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within three days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.	8.5	8.4.2 allow us to investigate (we may need access to your premises and/or your customers premises, and product samples).	c.	any application, procedure or proposal overseas with similar effect or purpose.
6	Payment terms	8.6	8.5 If any individual goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.4) in full, we will (at our option) replace the individual goods or refund the price.	14.5	Business customers: all brochures, catalogues, samples and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
6.1	You are to pay us an agreed deposit with order and the balance by cleared funds prior to dispatch. If you have an approved credit account the balance payment may be placed on such an account.	9	8.6 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.	14.6	Business customers: any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
6.2	Business customers: if you have an approved business credit account, payment is due within 14 days of our invoice date, unless otherwise agreed with us at time of placing an order and dispatching an order.	9.1	Specification	14.7	No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
6.3	If you fail to pay the balance on the due date we may without notice take legal action against you and/or:		9.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:	14.8	The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:
6.3.1	we may suspend or cancel future deliveries;		9.1.1 the specifications or instructions are accurate;	14.8.1	contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
6.3.2	we may cancel any discount offered to you;		9.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and	14.8.2	which expressly state that you may rely on them when entering into the contract.
6.3.3	you must pay us interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998	9.2	9.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.	14.9	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
	a calculated (on a daily basis) from the date of our invoice until payment;		9.2 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.	14.10	Our manufacture is that of a supplier and not as a sub-contractor.
	b compounded on the first day of each month; and	9.3	Business customers: we also reserve the right to make without notice any minor modifications in our specifications designs or materials as we think necessary or desirable.		
	c before and after any judgment (unless a court orders otherwise);	10	Return of goods		
6.3.4	we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and	10.1	We will accept the return of goods from you only:		
6.3.5	we may recover (under clause 6.9) the cost of taking legal action to make you pay.	10.1.1	10.1 by prior arrangement (confirmed by us in writing); and		
6.4	If you have an approved business credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment.	10.1.2	10.1.2 on payment by cleared funds of an agreed charge.		
6.5	We may take any of those actions in 6.4 at any time and without notice.	11	Cancellation		
		11.1	11.1 If the order is cancelled (for any reason) you are then to pay us immediately for all stock (finished or unfinished) we may then hold (or to which we are committed) for the		