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## TERMS & CONDITIONS OF SALE

1. All goods are supplied by Renaissance Mouldings Ltd (the 'Seller') to you (the 'Buyer') on the following terms and no person in the employment of Renaissance Mouldings Ltd or acting or purporting to act as its agent has any authority to supply goods or to accept orders for goods on any other terms or to vary them in any way whatsoever. Acceptance of the goods by the Buyer shall be conclusive proof before any Court that these terms apply to that contract for the sale of goods. These terms and all contracts made under them shall be governed by English Law and all disputes heard by English Courts.

### 2. GUARANTEE

Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Seller's liability (in contract tort or otherwise) to the Buyer arising under, out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular pieces concerned; and the Seller shall be under no liability for loss or damage or delay howsoever arising caused by circumstances outside his control. This provision shall not apply to consumer transactions to the extent to which it would by virtue of the Unfair Contract Terms Act, 1977, be void.

### 3. CREDIT TERMS, OVERDUE ACCOUNTS & RETURNED/DISHONORED CHEQUES

(i) Renaissance Mouldings Ltd credit terms are 30 days net.

(ii) Renaissance Mouldings Ltd reserves the right to charge a 10% surcharge on invoices outstanding outside the 30 days trading terms.

(iii) Any cheques, in payment for either cash or credit sales, not clearing the Buyer's account will be subject to a £25.00 surcharge for each entry made. This sum is required to cover the Seller's bank and administration costs and must be paid before further trading commences.

### 4. DELIVERIES & FAULTY GOODS

No responsibility can be accepted by Renaissance Mouldings Ltd in respect of non-delivery of goods until the Buyer notifies Renaissance Mouldings Ltd within 21 days from the date of invoice. If consignments are delivered damaged or with part contents missing they must be signed for accordingly and notification sent in writing to Renaissance Mouldings Ltd within 5 days of delivery. Renaissance Mouldings Ltd will only accept claims for whole lengths which are faulty or unuseable.

Except as stated in these conditions, no claim of any kind whatsoever will be accepted unless the claim is received by Renaissance Mouldings Ltd in writing within 28 days from the date of invoice.

### 5. CARRIAGE CHARGES

Carriage charges are calculated on invoice value as follows:

(i) Orders totaling £200 or more (excluding VAT) are sent carriage free.

(ii) Orders under £200 are sent at the flat rate of £8.00.

(iii) "Next Day" delivery charge at £11.75, regardless of order value.

(iv) Hardboard will be sent at the actual cost of the carriage.

(v) Highlands and off-shore Islands may be subject to additional carriage charges even if order is over £200.

(vi) Carriage is not charged on Back Orders (goods owing from a previous order).

These charges may be subject to change without notification.

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6. RETENTION OF TITLE

- A. Until the Seller has paid in full for all the Goods supplied under this or any other contract by the Seller to the Buyer ('the Goods') the Seller shall retain title to and ownership of the Goods.
- B. Until payment has been received in full for the Goods, the Buyer shall keep the Goods separate from his own and those of third parties, such Goods to be properly stored, protected and insured and the Buyer must account to the Seller for all proceeds tangible or intangible including insurance proceeds and proceeds of proceeds.
- C. If payments received from the Buyer are not stated to have referred to a particular invoice the Seller may appropriate such payments to any outstanding invoice notwithstanding any purported appropriation by the Buyer to the contrary.
- D. The Buyer is licensed by the Seller (subject to the Seller's right to terminate such license at any time) to attach the Goods to, mix them with or incorporate them into any other goods not owned by the Seller so that the goods are not separate from the resulting composite or mixed goods subject to the express condition that, immediately upon manufacture, all such composite or mixed goods shall become the sole and exclusive property of the Seller provided always that if the Goods are attached to, mixed with or incorporated into any other goods the property of which has been retained by the third party, then the composite or mixed goods shall be the property of the Seller and any such third party in proportion to the respective prices of the Goods and the third party. The proceeds of the sale from any re-sale of such composite or mixed goods shall be first of all used to discharge the purchase price for the Goods together with the Seller's costs and any excess shall be accounted for to the Buyer.
- E. The Buyer shall have the possession of the Goods as bailee and fiduciary for the Seller and shall store the goods separately to any goods which belong to the Buyer or any third party and shall clearly mark the Goods in such a way as to enable them to be identified as being the Seller's property.
- F. The Buyer is licensed by the Seller (subject to the Seller's right to terminate such license at any time) in the ordinary course of the Buyer's business to sell and deliver the Goods or any composite or mixed goods produced with the Goods subject to the condition that the Buyer shall hold the proceeds of sale, or the right to recover the same, on trust to settle any sums due to the Seller in respect thereof and to pay any balance to the Buyer. All such proceeds of sale shall be placed to the credit of a bank account which is to be separate from his own and from those of third parties and which shall not be permitted to become overdrawn and shall not be released to the Buyer until full payment for all the Goods has been received by the Buyer. The Buyer agrees immediately upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its customer arising from such sale.
- G. Insofar as the Buyer is empowered to sell under clause E above, the Buyer sells as Principal in relation to the sub-purchaser and has no right to commit the Seller to any contractual relationship with or liability to any third party, but as between the Seller and Buyer the Buyer is to sell as fiduciary agent.
- H. If the Buyer fails to make any payment to the Seller when due, compounds with its creditor, executes an Assignment for the benefit of its creditors, has a Bankruptcy Order against it or, being a Company, enters into voluntary or compulsory liquidation or has an Administrator or Administrative Receiver or Manager appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Seller has reasonable cause to believe that any of these events is likely to occur, the Seller shall have the right, without prejudice to any other remedies:
  - (i) To enter without prior notice any premises where goods owned by it may be, and to repossess and dispose of any goods owned by it so as to discharge any sums owed to it by the Buyer under this or any other contracts;
  - (ii) To require the Buyer not to resell or part with possession of any goods owned by the Seller until the Buyer has paid in full all sums owed by it to the Seller under this or any other contracts;
  - (iii) To withhold delivery of any undelivered goods and stop any goods in transit.

Unless the Seller expressly elects otherwise any contract between it and the Buyer for the supply of goods shall remain in existence notwithstanding any exercise by the Seller of its rights under this clause.

- I. Each sub-clause (a), (b), (c), (d) and (e) above shall be construed and receive effect as a separate clause for any reason whatsoever unenforceable according to its terms, and others shall remain in full force and effect.