



TERMS & CONDITIONS

1. Definitions

In this agreement the following terms shall have the following meanings;

"Conditions" Means these conditions forming part of the contract

"Completion" means when the works have been completed

"Customer" Means the individual or company as set out in the Purchase Order.

"Goods" means all items to be supplied by Distro Design under the contract

"Guarantee" means the obligation to repair and/or replace as set out in 6.1

"Warranty" means six months from the date of delivery

2. Terms of Payment

2.1 Payment of invoice issued is due within 30 days of date of invoice and shall be made without any off-set, counterclaim or deduction whatsoever by the customer and the time for payment shall be of the essence. Payment shall be made by BACS transfer unless agreed otherwise in writing.

2.2 All Goods supplied shall remain the property of Distro Design until full payment of the invoice has been made.

2.3 Distro Design reserves the right to seek payment guarantees in the form of pro-forma payment where necessary.

3. Specifications & parties General Obligations

3.1 The customer shall be solely responsible for ensuring that all information (including drawings) given to Distro Design are accurate, suitable and correct. Examination or consideration of such information shall not of itself limit the Customer's responsibility.

3.2 No variation to the goods requested by the customer shall be binding on Distro Design unless agreed to by the parties in writing, including as part of such agreement, any change to the contract price arising as a consequence of the variation of the goods. If Distro Design agrees to the variation, any times for delivery of the goods shall be extended as is reasonable in the circumstances.

3.3 Distro Design reserves the right to substitute or alter the goods provided that such substitution or alteration shall not adversely affect the customer to any material extent.

Distro Design Ltd - Company Number: 10956584

Vat No 285 362 971

w: distrodesign.co.uk e: info@distrodesign.co.uk a: Unit 1, Maidens Green Acres, Cocks Lane, Warfield, Berks, RG42 6JE

Tel : 01344 884988



4. Time for delivery.

4.1 Completion of the goods /and or delivery shall be within a reasonable time of the acceptance of the Customer's order.

5. Risk and Insurance

5.1 The risk of goods supplied by Distro Design shall pass to the customer upon arrival at the agreed place of delivery and the Customer shall also be responsible for the insurance thereof from the time of delivery until such time as the goods are paid for in full.

6. Guarantees against defects

6.1 Distro Designs warrant to use its reasonable endeavors to make good by repair, or at Distro Design's option by the supply of replacements, any defects in the goods which are notified in writing to Distro Design within the warranty period provided such defects are due to Distro Design's faulty materials and/or workmanship of the goods not being in accordance with the contract. In the event of a dispute between the parties as to whether the goods are "defective" the final decision will rest with Distro Design, acting reasonably.

6.2 If the goods become defective for any reason other than as set out in 6.1 above including (but not limited to) accidental damage, failure by or on behalf of the Customer to operate, service or maintain the goods in accordance with any operating and maintenance instructions or relevant British Standards then such defects will not be covered by the warranty

6.3 The warranty excludes fair wear and tear and (without prejudice to condition 6.2) any improper use, failure of proper maintenance, failure to observe operating instructions, excessive loading, unsuitable environmental conditions, corrosive atmosphere, static discharge, unsuitable materials, incorrect or unsuitable installation to or the use of goods on an unsuitable system.

6.4 The warranty shall become void if the customer or any party on its behalf (other than Distro Design) undertakes alterations or repair to the goods without Distro Design's written consent or if the Customer does not notify Distro Design of the defects within a reasonable time of becoming aware of the defect occurring

6.5 If the condition of the goods is such as might or would (subject to these conditions) entitle the Customer to claim damages, to repudiate the contract or to reject the goods the Customer shall not then do so but shall first ask Distro Design to repair or supply satisfactory substitute goods and Distro Design shall then be entitled at its option to repair or take back the defective goods and to supply satisfactory goods or perform works of rectification free of cost and within a reasonable time or to repay the contract price in respect of which the complaint is made.

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6.6 If Distro Design does so, repair the goods or supply satisfactory substitute goods or effect rectification or repayment. The Customer shall be bound to accept such repaired or substituted goods, repayment or rectification and Distro Design shall be under no liability in respect of any loss or damage of whatever nature arising from the initial delivery of the defective goods from any delay before the defective goods are repaired or the substitute goods are delivered .

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