



Terms and conditions of Business

1 Interpretation in these Conditions:

'BUYER' or 'YOU' means the person who accepts a quotation of the Seller for the sale of the 'Goods' and whose acceptance is then confirmed by the Seller in accordance with these conditions or whose order for the 'Goods' is accepted by the seller

'GOODS' means the goods (including any installment of the goods or any parts for them) which the seller is to supply in accordance with these conditions

'SELLER' or 'WE' or 'US' or 'OUR' means SHOWPIECE DESIGN LIMITED

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the buyer and the Seller or set out in the Quotation Order or Acceptance Forms issued by the Seller • 'CONTRACT' means the contract for the purchase and sale of the Goods

'WRITING' includes telex, cable, e-mail, facsimile transmission and comparable means of communication Any reference in these Conditions to any provision of a Statute shall be construed as a reference to that provision as amended, re-enacted or extended at that relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Updating Range

Our range of products is continually being revised and updated. We reserve the right to change specifications without prior notice.

3 Specifications

All descriptions, illustrations and sizes given in this catalogue are for guidance only and no particulars therein shall be binding on the company.

4 Samples

Prior to a bulk order, we are able to supply samples on selected items. Please call for details.

5 Price/Discounts

All prices are quoted exclusive of VAT. Please refer to ordering information for details. Showpiece Design Limited reserves the right to alter any prices/discounts at any time without prior notice.

6 Minimum Order

There is a minimum order of £500.00 + VAT. Any orders received below this value will be subject to a small order charge of £50.00 + VAT.

7 Delivery & Risk

Delivery lead-times are given in good faith and Showpiece Design Limited will not be responsible for any kind of delay in transit. We accept no liability and the buyer has no right to cancel the order if delivery is delayed beyond the estimated time unless we have specifically agreed in writing to deliver on a particular date.

Prior to dispatch great care is taken to inspect and package all goods. Upon receipt of a delivery, all goods must be examined for damage before signing the carrier's note. In the event that goods are damaged, the carrier's note should be endorsed accordingly, the goods should be kept in the original packaging at the



buyer's premises for later inspection and Showpiece Design Limited should be notified in writing within 24hrs. Failure to comply with any of the above will be deemed that the goods are acceptable and the buyer unconditionally waives any right to reject the aforementioned goods.

Our liability in respect of loss or damage to goods shall not exceed the invoice value of the goods (excluding VAT) and our liability shall in no event extend to consequential or indirect loss or damage, loss to third parties or loss of business. The goods must be delivered to the delivery address agreed with Showpiece Design Limited. Under no circumstances should the carrier be instructed by the buyer to deliver to another address or to leave the goods elsewhere. If the buyer, or a representative of the buyer is not available to check and take delivery of the goods at the delivery address, this may result in the carrier needing to return on another date and a delivery surcharge to the buyer may apply.

8 Payments

Non-account buyers must submit payment with their order. When paying by cheque, please allow 5 working days for funds to clear before goods can be released.

Credit accounts may be applied for following a minimum of 3 months regular trading with Showpiece Design Limited on payment with order basis. Terms of trade are 30 days Nett and any account outstanding for more than 30 days may be charged interest at 4% above Barclays Bank PLC lending rate. We reserve the right to refuse or withdraw credit accounts at any time. All accounts are 30 days NETT, unless otherwise agreed by Showpiece Design Limited in writing. Showpiece Design Limited reserves the right to charge any legal costs on pursuant claims, regardless of location. Interest on overdue payments shall be charged at 2% above the current BOE rate.

For outstanding payment arrears, Showpiece Design may pass on your details to a debt recovery company or seek legal action to resolve the matter or clear your account.

9 Returns

No goods may be returned to Showpiece Design Limited without our prior consent or after a period of 7 working days. Goods are returned at the buyer's cost and risk. A restocking charge will be made at 20% of the invoice value of all goods returned. Custom made goods are not returnable.

9a Warranty Returns

All products, unless otherwise stated are covered with a minimum of 12 months warranty. Any failures during this period should be advised, in writing, to Showpiece Limited and the goods returned for evaluation or correction. Under no circumstances should the goods be discarded. Any attempts to repair the products prior to instruction from Showpiece Design Limited will invalidate the warranty. Showpiece Design Limited reserve the right to repair the products, unless commercially unfeasible.

10 Copyright

Copyright of any product manufactured by us or any design, illustration or drawing produced by us remains the sole property of Showpiece Design Limited unless expressly agreed in writing by Showpiece Design Limited.

11 Reservation of title

Risk in the Goods shall pass to you when the Goods are delivered and paid in full.

The property of the Goods shall remain with us until you pay all sums due whether in respect of this contract or otherwise.

You shall hold the Goods as our fiduciary agent until title passes.

Until title passes the Goods shall be stored separately from any other Goods and you shall not interfere with any identification mark, labels batch numbers or serial numbers on the Goods.



Until title passes we agree that you may use as principle and not as our agents in the ordinary course of business subject to the express condition that at our direction the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for us and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as our money.

We shall be entitled to recover the price of the Goods including VAT even though the property in any of the Goods remains with us.

We shall be entitled at any time to recover any or all of the Goods in your possession to which we have title and for that purpose we our servants or agents may with such transport as is necessary enter upon any premises occupied by you or to which you have access and where the Goods may be or are believed to be situated.