

Order Reference

**NORDEN Bathrooms & NORDEN Tiles
(Part of Norden Heating & Plumbing Supplies Ltd)****Terms and Conditions of Sale (May 2022)**

These terms and conditions are applicable to all sales and supplies of goods and services by Norden Bathrooms & Tiles.

1. **100% payment is due at the time of order. The Company will not order any products from suppliers until FULL payment is received.**
2. **The customer shall accept delivery of the goods within 14 days of notification that the goods are available for delivery.**
3. **On receipt of delivery, goods can be signed for as 'unchecked'. However, all goods must be checked within 72 hours of delivery. Please report any shortages or damages within this time. Norden Bathrooms/Tiles will of course investigate any issues, but will take no responsibility of issues outside of this time period.**
4. **Steel baths, glass and made to order items are non-returnable and non-refundable. Steel and Stone baths must be quality checked on date of delivery and signed for on a document supplied by the driver/operations team. We will accept no responsibility for damages after delivery.**
5. **Where delivery of the goods is delayed at the request of the customer; the customer will pay all costs of storage. Goods will be transported to an alternative location at a cost of £300 +VAT per month.**
6. **Goods that have an alleged manufacturer's fault are subject to inspection before a refund is processed.**
7. **If we are making the product to measurements you have given us, you are responsible for ensuring that these measurements are correct. We are not responsible for any extra costs incurred by you as a result of incorrect or incomplete measurements supplied by you. All dimensions specified by us on plans are approximate and subject to on site verification by your installer. You must ensure that your chosen fitter checks that the measurements, the planned layout, quantities and specification of the products are correct before the order is finalised. We cannot accept responsibility for any damage or any failure to comply with relevant gas, water or electricity regulations, caused by installation errors.**
8. **In circumstances where we agree a return, a refund will only be processed if/when the product returned is in resaleable condition. A refund may not be processed if a product has been opened or unwrapped. Replacement items will require full payment – refunds processed after products are inspected upon return. Goods in perfect condition will be subject to a handling charge to cover manufacturers re-stocking and handling costs up to 30%.**
9. **Whilst every effort will be made to comply with delivery dates confirmed by the manufacturer, Norden Bathroom/Tiles can accept no liability whatsoever for any such delays.**
10. **Pallets, boxing and packaging are required by the manufacturer to transport the goods in a safe and in good condition. It is the customer's responsibility to dispose of these items after delivery.**
11. **Our 3D designs are provided for on request and are for visual purposes only.**
12. **All orders are accepted on the express basis that prices payable for goods supplied by Norden Bathrooms/Tiles will be those ruling at the date of dispatch. All prices are expressly stated to be exclusive of VAT at the current rate. All goods will be invoiced accordingly.**
13. **All goods shall be at the customer's sole risk from the time of collection on Norden Bathroom/Tile's premises or if delivery is made by Norden Bathrooms/Tiles from the time of delivery to the customer's address or invoice delivery location as appropriate.**
14. **Notwithstanding the provisions of paragraph 6 above, the Legal & Equitable title in all goods shall remain with Norden Bathrooms/Tiles until payment has been received in full by Norden Bathrooms/Tiles for the same. Without prejudice to any other rights with Norden Bathrooms may have or which may arise, Norden Bathrooms/Tiles shall be entitled to terminate the contract to sell the goods and/or repossess them without notice to the customer at any time before payment in full has been received and whether or not payment has become due or any credit allowed has expired. Access shall be afforded at all reasonable times to Norden Bathrooms'/Tiles representatives to any premises where goods shall be stored, situated or located for the purpose of repossessing such goods and all reasonable assistance shall be given to Norden Bathrooms/Tiles in removing the same. Notwithstanding the above until payment is made in full by the customer, the customer may use, sell or otherwise deal with the goods in the normal course of business. Any sales by such customer will constitute a sale of Norden Bathroom's property and it will be the customer's responsibility to forthwith account to Norden Bathrooms/Tiles for the proceeds of sale up to the total price of the goods outstanding and pending such accounting the customers will hold the proceeds of sale on Trust of Norden Bathrooms/Tiles.**
15. **Norden Bathrooms/Tiles reserves the right to cancel or to suspend this Contract without incurring any liability whatsoever where compliance with the Contract has been rendered impossible by circumstances beyond Norden Bathroom's/Tile's control. Such circumstances include but are not exclusively contained within the following list: Strike, lock-ups, fire, breakdown of machinery, act of god, acts of omissions of Government or other Authorities.**
16. **This Contract and these Conditions are construed to take effect in accordance with English Law and it is declared that this Contract is found by English Law.**
17. **All materials, specifications, colours and prices shown in Norden Bathroom's/Tile's price lists may be subject to alteration at any time. Norden Bathrooms/Tiles reserves the right to withdraw products without notice and customers are expressly advised that all goods shown in Norden Bathroom's/Tile's price lists are offered subject to being unsold.**
18. **The Company, not being manufacturers, is compelled to stipulate that they cannot accept any responsibility for consequential damage in the event of failure of the goods for any reason whatsoever. The goods are sold with the benefit of any express guarantee which may be given by the manufacturers but subject thereto all conditions and warranties whether statutory or otherwise are expressly excluded.**
19. **Where goods have been ordered from customer's own measurements, Norden Bathrooms/Tiles cannot be held responsible for their accuracy.**

These conditions will apply to all orders for goods placed with Norden Bathrooms/Tiles notwithstanding anything to the contrary which may be contained in the customer's documentation, communication or order form. No variation of these conditions will be of any effect unless expressly agreed and authorized by Norden Bathrooms/Tiles in writing.

It is the responsibility of the customers to thoroughly check the quote and acknowledgment (before committing to the purchase), in particular, the product finish and handing.

The Customer must complete the below after reading the T&C's:

Date _____ Name _____ Signature _____

THANK YOU FOR SHOPPING AT NORDEN BATHROOMS / TILES

In association with:

*Norden Heating & Plumbing Supplies Ltd, Units 1-4 Nonsuch Industrial Estate, Kiln Lane, Epsom, KT17 1DH
Registered in England. No: 6223481 Directors: D. S. Norden, C. S. Norden, J. F. Henderson-Smith*