

Denton Antiques: Conditions of Sale

'Denton Antiques' hereafter referred to as 'The Firm'.

1. Contract of Sale

- 1 The Firm shall sell and the Customer shall purchase the goods referred to overleaf ("the Goods") subject to the conditions set out below ("the Conditions") which shall govern the contract to the exclusion of any other terms and conditions stipulated or referred to by the Customer.
- 2 No employee or agent of the Firm is authorised to vary or waive these Conditions in any way. No variation of these Conditions shall be binding unless agreed in writing and signed by an authorised representative of the Firm.
- 3 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions. No contract shall come into existence until the Customer's order has been accepted in writing by an authorised representative of the Firm.

2. Prices

- 1 The price, quantity, specification and description of the Goods shall be those set out on the Invoice.
- 2 All prices quoted are exclusive of carriage, packing, insurance and VAT (and all other applicable taxes and duties) unless otherwise stated and the cost of wiring for electricity (which is only carried out on the express instructions of the Customer). Any carriage arrangements by another company are at the risk of the Customer. Invoices will be presented and are due for payment before the Firm carries out wiring instructions or otherwise when Goods are ready for collection and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all.
- 3 The Firm shall be entitled to demand payment in advance at any time before collection of the Goods.
- 4 If the Customer fails to make payment upon receipt of the invoice, then without prejudice to any of the Firm's other rights and remedies the Firm shall be entitled to charge the Customer interest on the sum due at the rate of 2% per month or part thereof from the date such sum becomes due to the date of actual payment and after as well as before any judgement in relation thereto.

3. Collection and Risk

- 1 The Goods can be collected by the Customer when the Firm makes them available to the Customer or any nominated agent or carrier of the Customer at the Firm's premises or at such other delivery point agreed by the Firm in writing. Time for delivery of the Goods shall not be of the essence.
- 2 Risk in the Goods passes when they are handed to the Customer or their nominated representative.
- 3 If the Customer fails to take collection of the Goods on the due date (otherwise than by reason of the Firm's fault) or to provide any instructions or documents required to enable the Goods to be collected on the due date the Firm may on giving written notice to the Customer (but without prejudice to any other right or remedy it may have):
 - (a) store or arrange for the storage of the Goods until actual collection and charge the Customer £50 per item per week for the costs of storage and appropriate any payment in advance made by the Customer towards such charges. On the service of the notice, risk in the Goods shall pass to the Customer and any insurance must be arranged and paid for by the Customer; or
 - (b) cancel the contract without any liability to the Customer.

4. Title

- 1 Notwithstanding the previous rubrics, passing of title in the Goods shall remain with the Firm and shall not pass to the Customer until the Firm has received payment in full of the amount owed by the Customer to the Firm under the invoice (including interest and costs) plus VAT thereon in full. When the title passes to the customer, the responsibility for insurance is also theirs. Unless and until title passes, the Customer shall hold the Goods as the Firm's fiduciary agent and bailee and shall store or mark them so that they can at all times be identified as the property of the Firm.
- 2 The Firm's rights under this Clause 4 are in addition to and shall not in any way prejudice, limit or restrict any of its other rights and remedies under the contract.

5. Limitation of Firm's Liability

- 1 Except where the Customer is dealing as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1997) all warranties, conditions or terms relating to the quality and/or fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 2 Without limiting the generality of Clause 5(1) above, the Firm shall have no liability to the Customer in respect of:
 - (a) the security, strength or safety of any ceiling hook, ceiling plate or any other appliance used to carry the weight of any chandelier or any other fittings supplied, installed, repaired, cleaned or reconditioned by the Firm;
 - (b) the failure of any manufactured goods contained in or supplied with the Goods including (without limitation) lamp bulbs, electric candles, lamp holders, wiring, electrical components or other fittings;
 - (c) any delay or failure in performing its obligations caused by anything outside the Firm's reasonable control