



CORE PRODUCTS LIMITED

THE GENERAL TERMS AND CONDITIONS OF SALE

1. All sales made by Core Products Ltd (hereinafter 'The Company') are made on the following terms and conditions. No alteration shall be binding unless agreed beforehand in writing by a Director of The Company.
2. Upon satisfactory completion of delivery The Company will not be held responsible for any costs however arrived at other than the cost of replacing, repaying or crediting the value of the goods supplied. In the case of direct dispatch it shall not be responsible for any element of the carriage (unless otherwise agreed).
3. The Company's prices are subject to alteration. Acceptance of your order will only take place when we despatch the goods to you. The Company will provide a minimum of 30 days notice for any price change, save in the case of emergency and the contract is entered into on the understanding that it will be executed at the prices ruling at the time of delivery to the buyer.
4. All goods are due for payment in accordance with the agreed individual terms of trading between the company and your company.
5. Credit facilities will be agreed only after receipt and approval of a signed trade application form. Terms must be strictly adhered to in order to enable the low pricing structure to be maintained. The Company reserves the right to suspend or withdraw any credit facility.
6. Payment terms for promotional sales and/or clearance items will be in accordance with the terms of the promotion, which shall supersede any other normal stated or inferred terms.
7. Payment of the total amount of any invoice shall not be withheld due to query on only part of the goods on the invoice. Failure to make partial remittance within the terms where appropriate may affect any credit facility.
8. On delivery you will be required to check the condition of the packaging and whether the correct number of packages have been delivered. You must let us know about any damaged, missing and/or incorrect goods within 14 days of delivery. Replacements or missing parts can be supplied to either yourself or direct to your customer.
9. All products are intended for domestic use only. If goods are to be used in a contract or for commercial purposes it is entirely at the purchasers own risk.
10. The company reserves the right to change designs, colours, materials or specifications at any time without prior notice. Any performance, production figures or specification particulars given by the Company in connection with its goods and services are offered in good faith but are intended to be approximate and for purposes of guidance only. RETAILERS should refer to our website for up to date product information and stock.
11. Any goods supplied to a customer will remain the property of The Company until such time as The Company has received payment in full for the price of such goods and all other debts owed to it by that customer on any account. Until title passes to the customer, The Company reserves the right to repossess any such goods at any time and without hindrance from anywhere. (Retention of title will be upheld and redeemed in all instances where appropriate).

TRADE DELIVERIES

12. All goods must be inspected upon delivery and signed for accordingly. Notification must be received in writing (fax or email is acceptable) to The Company of any damage or shortage of the goods within a reasonable period of time and in no circumstances beyond **5 days from delivery date**. You agree to take reasonable care of any goods supplied and any goods which are either badly shop soiled or not returned within their original cartons, will not be replaced or credited for whatever the reason.
13. There is no minimum order but to achieve a **carriage paid** order, goods value should be **£500.00** net unless otherwise agreed in writing beforehand. All direct dispatch prices are quoted ex warehouse, so exclude carriage unless otherwise stated. Delivery direct to a retail customer will incur carriage based on the weight of the product and destination zone. Some postcodes areas will incur an additional surcharge.

DIRECT HOME DELIVERIES

14. Any goods sold by a RETAILER either by telephone or online fall under the distance selling regulations whereby the CONSUMER has an automatic right to return those goods to YOU the retailer regardless of reason within 14 days of purchase. This is a contract between you the RETAILER and your CUSTOMER and the act does not apply to the transaction between you and The Company.
15. As part of our trading terms we expect trade accounts to have a warehouse, shop or disposal route for any items they have to take back from consumers. In all cases the Consumer's contract is with you the retailer therefore it is vital that any communication with them regarding returns is handled by you. Alternatively if you wish us to handle service issues for you, we can do so based on the criteria detailed below.
16. PARTS REQUESTS. Our policy is to supply free of charge parts requests from either you or your customer, this applies to UK mainland orders only. For speedy and efficient dispatch of the parts requests it is imperative that the instruction for online ordering of parts which is printed on each delivery note supplied with each order is followed.

17. **ORDERS WHICH ARE REFUSED ON DELIVERY.** Where a delivery has been refused by your customer on delivery the carrier will return it to us. You will be refunded the cost of the item but as the carriage has been attempted the carriage and handling charges will apply.
18. **ORDERS WHERE DELIVERY CANNOT BE COMPLETED.** Where a delivery has been attempted 3 times by the carrier they will return it to us. You will be refunded the cost of the item but as the carriage has been attempted the carriage cost (delivery & return) as well as any handling charges will apply. Handling charges are calculated based on the condition of the returned goods.
19. **ORDERS WHICH ARE DAMAGED ON DELIVERY.** Where a delivery has been refused by your customer as the consignment is damaged the carrier will return it to us and we will send out a replacement. No additional costs will be incurred by you or your customer.

All consignments carry a large yellow sticker telling customers to refuse any delivery with obvious transit damage. Every carton carries printed information clearly stating that once opened, the goods are considered to be accepted unless any problems are intimated within 14 days of purchase. If any problems are encountered then parts will be supplied on request.

20. **FURNITURE WHICH THE CUSTOMER WANTS TO RETURN UNDER CONSUMER CONTRACTS REGULATIONS** Where the customer no longer wants the goods and the cartons are unopened provided this is intimated within 14 days of the date of delivery we will collect them on your behalf if you wish. You will be charged for the return carriage at the same rate as the original delivery cost plus a restocking fee of 20% of the goods value.
21. **FURNITURE WHICH THE CUSTOMERS HAVE UNPACKED AND WANT TO RETURN.** Where the customer has unpacked the furniture and no longer wants the item and this is intimated within 14 days of the date of delivery these goods must be returned in their original cartons and securely sealed. You will be charged for the return carriage at the same rate as the original delivery cost plus a dilapidation charge of 30% of the goods value. Where an item has been assembled and dismantled, but correctly repackaged in its original packaging a 50% dilapidation charge will apply.

If upon inspection we find a genuine production fault which would affect the customer's ability to easily rectify any dissatisfaction with replacement parts we will provide a full reimbursement.

22. **FURNITURE WHICH THE CUSTOMERS HAVE ASSEMBLED OR HAVE DISPOSED OF PACKAGING AND WANT TO RETURN.** It is imperative that you ensure your customers are aware that we are unable to accept goods for return unless returned in their original packing and securely sealed. Any goods we receive back in this way **will not** be credited to your account and if goods are returned to us in this manner we will notify you as soon as reasonably possible. You will be charged for the return carriage at the same rate as the original delivery cost plus a dilapidation charge of the full value of the goods.
23. **All deliveries are sent with a request for a Signature and will not be left without proof of delivery being completed. If a customer overrules this instruction we will not be held responsible for goods which are lost or stolen and no refund will be made.**
24. In all instances where goods are returned to us it is imperative you issue the customer a RETURNS NOTE clearly stating your company details, customer details, product details and reason for return. We cannot issue credits without this paperwork as we cannot identify the returnee.
25. We will not be held responsible for any delay or failure to comply with these terms if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, acts of terrorism or malicious damage to or destruction of our premises, equipment or goods.

MARKETING

26. By utilising our product images, text and marketing information you are agreeing to our terms and condition of use. All images supplied by Core Products remain the property of Core Products and can only be used to promote Core Products merchandise and must not be altered in any way.
27. Where we find consistent pricing at unrealistic margins on our products, misuse of our intellectual property or customer service levels which are detrimental to our company name or products, the retailer will be asked to rectify this accordingly.
28. In the event that one or more of the terms set out in these Terms of Sale or in the Returns Policy is held to be invalid by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them. Supply of stock orders may be withheld until resolved.
29. These conditions shall be governed and construed by Scottish Law and the Scottish Courts shall have exclusive jurisdiction in connection herewith.