

Terms and Conditions of Sale

1. These terms and conditions apply to the contract between us for the supply of the goods and services ordered by you and described in our quotation and sales invoice.
2. **Price** - The price of the goods and services is set out in our quotation and order acknowledgement. VAT will be charged as appropriate. Errors and omissions are subject to correction. Prices will remain valid for a period of 90 days from date of quotation, subject to currency fluctuations which will be adjusted at time of order.
3. **Payment** - Unless otherwise agreed in writing, a deposit will be required at the time of order with full payment of any balance due prior to delivery. Credit will only be offered subject to status and references. The deposit is confirmation of the existence of a legally binding contract, and is not refundable except in accordance with your rights under sale of goods legislation.
4. **Storage and delayed delivery** - If you are unable to take delivery of the goods at the agreed date then storage may be arranged at our discretion, but will be chargeable. 7 days from the originally scheduled date we will issue an invoice for the goods, not including delivery and installation charges, and full payment will be due.
5. **Title** - Creative Retail Solutions Ltd shall retain legal ownership of the goods until payment is received in full.
6. **Delivery** - We will make every effort to meet the delivery dates quoted to you. We do not guarantee such dates and will not be liable for any loss or damage you suffer due to delays or circumstances beyond our reasonable control. Delivery will take place by any appropriate method of transport at our discretion.
7. **Installation** - If you require us to install equipment at your premises then the conditions given in our separate delivery and installation terms document will apply.
8. **Cancellation** - Once your order has been accepted, cancellation will involve a cancellation charge of 25% of the net order value, and in addition all costs incurred by us and the manufacturers up to the time of cancellation.
9. **Specifications** - The manufacturers may make slight variations to the specification or description of the goods, but such variations will not affect the quality or fitness for the purpose of the goods. All sizes given in our quotations and drawings are approximate. Products are manufactured within industry measurement tolerances.
10. **Confirmation** - We will send you a confirmation of your order which will detail our understanding of the goods and services we are to supply. We will ask you to sign a copy of this order confirmation to confirm that this is a correct interpretation of your order. The person signing this confirmation accepts personal liability in the event that the customer fails to pay us in accordance with stated terms.
11. **Warranty** - All goods supplied are guaranteed by the manufacturer for a period of 12 months from date of delivery in respect of faulty workmanship or materials. Light tubes, bulbs, glass, night blinds, labour charges and items damaged in the course of use are excluded from warranty. It is a condition of the warranty that your refrigeration equipment receives six monthly servicing, from date of commissioning, carried out either by ourselves or by a suitably qualified engineer, and it is your responsibility to instruct this service at the appropriate time, and to retain records of all service and warranty works carried out.
12. **General Care** - The goods supplied are to be used for the purpose and in the manner for which they were designed. No responsibility will be accepted for failure or damage if the manufacturers maintenance and operational instructions have not been followed.
13. **Liability** - We shall not be liable for any consequential loss or indirect loss suffered by you whether this loss arises from breach of a duty in contract or tort or a failure of a product.
14. **General** - Any works not specifically detailed within our quotation should be considered as excluded until specified and priced in writing.
15. **Law and Arbitration** - All contracts entered into by us shall be subject to English law.