**‘Rowsell Sails’ (The Seller’s) Terms and Conditions of Sale and Repair included or referred to in the order book.**

**1 Definitions & Interpretation**

In these Conditions, the following words shall have the following meanings:

**“Buyer”** means any person(s), firm or company who places an order for any Goods from the Seller;

**“Contract”** means the contract between The Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;

**“Goods”** means any goods agreed in the Contract to be supplied to the Buyer by The Seller(including any part or parts of them); and

**“Order Form”** means the Seller’s standard order form for Goods.

**“the Seller”** means Mark Frank Rowsell Trading as Rowsell Sails of 24 Camperdown Terrace, Exmouth, EX8 1EH

1.2 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.3 In these Conditions, headings will not affect the construction of these Conditions.

**2 Application Of Terms**

2.1 The Contract will be on the Sellers Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply to any purchase order, confirmation of order, specification or other document).

2.2 Each order placed by the Buyer with the Seller shall be recorded within the invoice book and shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.

2.3 Any order placed by the Buyer shall be deemed to be accepted by The Seller as soon as it is recorded in the invoice book.

2.4 Any quotation is valid and open for acceptance for a period of 30 days only from its start date unless the Seller has started the work thereby partly performing the contract.

**3 Price & Payment**

3.1 The price for the Goods [Excluding delivery costs] shall be the price agreed and as set out in the order book or quotation when accepted, or where appropriate the Sellers current price list.

3.2 A deposit of 25% shall be paid on placing the order and the balance of the price of the goods is due on completion of work. Delivery /collection of the goods shall be made upon receipt of full payment.

3.3 If payment of the price or any part thereof is not made by the due date, The Seller shall be entitled to charge interest on the outstanding amount from the due date at the rate of 3% above the base lending rate, accruing on a daily basis until payment is made.

**4 General Descriptions/Advertising Material**

4.1 All drawings, descriptive matter, specifications and advertising issued by The Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are issued or published for the sole purpose of giving a general idea of the Goods described in them. They will not form part of this Contract.

**5 Delivery**

5.1 The Seller will deliver the Goods ordered by the Buyer at the buyer’s expense to the address for delivery specified when placing the order, unless otherwise agreed.

5.2 Delivery will be made within a reasonable time after the Buyer’s order is accepted. (Please be aware that large items may take longer to make and goods in general will take longer during the peak season).

5.3 Any dates specified by The Seller for delivery of the Goods are intended to be a guide only, and time of delivery shall not be of the essence of this contract.

**6 Risk/Title**

6.1 The risk of the Goods shall pass to the Buyer upon payment in full and from the time and date of delivery of the goods being dispatched from the Sellers premises. Where goods are left for repair at the Sellers premises they shall remain at the owner’s risk.

6.2 Ownership of the Goods shall be retained by the Seller and shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due in respect of the Goods. The Seller reserves the right to retain and or repossess the goods when payment has not been received in full on the due date.

**7 Liability**

7.1 The Sellers Liability for new goods ceases once payment has been made in full and the goods have been passed over to the delivery company or the buyer. The buyer should insure the goods from the date of transfer of the goods upon payment. Any damage in transit shall be at the Buyers/delivery companies’ risk.

7.2 If the Buyer notifies a problem or any defects in writing to The Seller. The Seller’s sole and exclusive obligation will be, at the Buyer’s option: to make good any shortage or non-delivery; or to replace or repair any Goods that are damaged or defective.

7.3 If the buyer purports to cancel the contract once the order has been accepted by the Seller, the buyer shall remain liable to pay the full price agreed for the goods forthwith whether the goods have been completed or not.

7.4 Save as precluded by law, The Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising under or in connection with the Contract and The Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under Condition 7.3.3 above.

7.5 The Buyer must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the Goods from the Seller. The Seller makes no representation and accepts no liability in respect of the export or import of the Goods.

7.6 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights the Buyer might have as a consumer under applicable English law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller’s liability to the Buyer for any death or personal injury resulting from the Seller’s negligence.

**8 Notices**

Unless otherwise expressly stated in these Conditions, all notices from the Buyer to The Seller must be in writing and sent to The Seller at 24 Camperdown Terrace, Exmouth, EX8 1EH. All notices from The Seller to the Buyer will be sent to the Buyer’s address specified in the Order Form.

**9 Events Beyond the Seller’s Control**

The Seller shall have no liability to the Buyer for any failure to deliver the Goods or any delay in doing so or for any damage or defect to the Goods delivered that is caused by an event or circumstance beyond the Seller’s reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

**10 Invalidity**

If any of these Conditions (or part of any of these Conditions) is unenforceable (including any provision in which The Seller excludes its liability to the Buyer) the enforceability of the remaining Conditions (or remaining part of any Condition) will not be affected.

**11 Third Party Rights**

Notwithstanding any other provision of the Contract, nothing in the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

**12 Governing Law**

The Contract shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between The Seller and the Buyer.

**13 Entire Agreement**

The Contract sets out the entire agreement between The Seller and the Buyer. Nothing said by any sales person on behalf of The Seller should be understood as a variation of the Contract or as an authorised representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, The Seller shall has no liability for any such representation being untrue or misleading.

* No variation of or amendment to the Contract shall bind either party unless made in writing and signed by the authorised representatives of both parties.