

# Terms & Conditions of Sales

1. All orders are accepted exclusively subject to TECHO UK Ltd, registered office 168 Church Road, Hove, East Sussex BN3 2DL, ("The Company") terms and conditions as stated herein. Unless agreed in writing by The Company, any variations to these conditions by customers of The Company ("The Buyer") shall be ineffective.
2. The Company shall not be bound by any order until it has formally acknowledged the Buyer's order, by email.
3. All prices are subject to amendment or withdraw prior to contract without notice. All prices exclude VAT which will be levied at the appropriate rate.
4. The contract price is that shown in The Company's acknowledgement and may not be altered other than at the decision of The Company.
5. All goods will be charged at the price ruling at the date of invoice.
6. The Buyer shall pay The Company in accordance with the payment terms detailed on the invoice. The Company reserves the right to charge interest at the 1.5% per month on all amounts overdue.
- 7.

Deliveries The Buyer	Deliveries for orders with a value under £750	Deliveries for orders with a value between £750 - £15,000	Deliveries for orders with a value over £15,000
Tier 1	Requires a quotation from The company	£120	No Charge
Tier 2	Requires a quotation from The company	£150	No Charge
Tier 1 postcodes	AL, CM, DA, GU, HP, LU, ME, RG, RH, RM, SG, SL, TN		
Tier 2 postcodes	All other UK postal codes or outside of the UK		

\*All stated values exclude VAT.

8. All delivery only's are made to the Buyer's premises at kerbside only and adequate assistance to offload must be provided by the Buyer.
9. A surcharge will be levied amounting to 5% of the nett goods value with a minimum of £100 if a delivery is refused and must be redelivered. If a delivery is requested by the Buyer for outside normal business hours which are 09.00 – 17.30 or when a delivery is requested by the Buyer to other than ground floor entrance additional charges will also be applied.
10. Delivery only does not include unwrapping, positioning, installation or packaging recycling.
11. Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or when The Company has tendered delivery of the goods and following a signed proof of delivery document. Once this document has been signed for all good, their quantity and condition is deemed correct and sufficient by the buyer.
12. Notwithstanding delivery and the passing of risk in the goods, or any other provision of the Terms and Conditions, the property in the goods shall not pass to the Buyer until The Company has received in the full price of the goods and all other goods agreed to be sold to the Buyer by The Company and the Buyer.
13. Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as The Company's fiduciary agent and bailee and shall keep the goods as separate from those of the Buyer and third parties and properly stored and protected and insured and identified as The Company's property. Until that time, the Buyer shall be entitled to resell or use the goods in the ordinary course of business but shall account to The Company for the proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
14. Until such time as the property in the goods passes to the Buyer, The Company shall be entitled at any time to require the Buyer to deliver up any goods to The Company and, if the Buyer, or any third party where the goods are held, and repossess the goods. All costs incurred by The Company will be charged to the Buyer.
15. The Buyer shall not be entitled to pledge or in any way charge by the way of security for any indebtedness any of the goods which remain the property of The Company, but if the Buyer does so, all monies owing by the Buyer to The Company shall (without prejudice to any other right or remedy of The Company) forthwith become due and payable.
16. The Company's catalogues, price lists and other advertising material shall not form part of any contract between The Company and the Buyer.
17. All dimensions shown in The Company's catalogues, price lists and other advertising material are approximate.
18. No liability will be accepted in the respect of damage or shortage for any delivery unless written notification is received by The Company within 3 days of delivery of goods. The Company's delivery notes endorsed: unexamined: or similar will be taken to imply that the goods were received in good condition.
19. The Company will not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from a breach of duty in contract of in tort or in any other way, this includes delays in deliveries, production or damage of product. Techo will take no liability or accept any charges occurred by these.
20. Should the Buyer not comply with these Terms and Conditions, The Company reserves the right to cancel or suspend and order and the Buyer shall be liable for the cost of work completed and expenses incurred by The Company.
21. Orders cannot be cancelled unless by agreement with The Company and upon payment by the Buyer of a cancellation charge equal to any loss sustained by The Company.
22. Any drawings, designs or samples etc. given by The Company in the course of quotation or during or after the order remain the property of The Company and may not be used by a third party without previous written authority from The Company.
23. These Terms and Conditions of sale shall be governed by and construed in accordance with English Law and proceeding in relation to it, or to the goods, shall take place in an English Court appointed by The Company.