

STANDARD CONDITIONS AND TERMS of PLATING CENTRE LIMITED (Aluminium Jewellery Supplies)

1. INTERPRETATION

- 1.1 The "Supplier" means Plating Centre Limited
- 1.2 The "Customer" means the person, firm or company with whom a contract is made
- 1.3 The Services means the services or any item thereof agreed to be supplied
- 1.4 The "Price" means the price or prices specified

2. CONTRACT

All contracts howsoever made between the Supplier and the Customer ("The Contract") are subject to the terms and conditions contained herein and all terms and conditions referred to by the Customer or contained in any order or other document of the Customer are hereby excluded. These terms and conditions may be varied only by agreement in writing between the parties. Accordingly, these terms and conditions constitute the whole agreement between the parties and supersede any prior promises representations or undertakings of the Supplier

3. GENERAL

- 3.1 Quotations issued by the Supplier are not offers capable of acceptance so as to make a binding contract. All orders placed with the Supplier require its acceptance before any contract arises
- 3.2 No employee or agent of the Supplier has any authority to make any representation or give any warranty in relation to the Services the work to be carried out or the materials to be used in the supply of the Services or to agree any variation of or addition to these terms and conditions unless such representation, warranty, variation or addition is expressed in writing and signed by a Director of the Supplier
- 3.3 The Customer may not cancel or vary the Contract except with the written consent of the Supplier

4. PRICE

- 4.1 The Price may be subject to variation and the Company shall be entitled to charge those prevailing at the time of performance of the Services provided that where the Contract provides for a fixed Price the Supplier may increase the Price by giving written notice at any time before commencing to supply the Services to vary such Price to take account of any increase in the cost of labour, raw materials taxes or any other increase in the cost of supplying the Services
- 4.2 Unless otherwise agreed to the contrary in writing the Price is inclusive of Value Added Tax which shall be paid at the prevailing rate. Prices may be subject to change to reflect changes in the rate of VAT or VAT due in respect of the sale.
- 4.3 Goods will be charged at the price ruling at the time of despatch. Despite our best efforts, a small number of the products on our website may be priced incorrectly. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before despatch or cancel your order and notify you of such cancellation.
- 4.4 All prices are in Sterling

5. PAYMENT

- 5.1 Payment for goods purchased with credit card or debit card will be taken at the time of despatch of the goods from our facilities in Poole.
- 5.2 Payment shall be made without deduction set off or counter claim in the manner specified by the Supplier and in the case of payment other than in cash, payment shall not be deemed to have been made until the monies are received in cleared funds by the Supplier's Bank
- 5.3 Customers with an account facility will receive an invoice which is due for payment within 30 days of the invoice date. The Customer shall pay interest on any sums remaining unpaid at the rate of 2% above the current base interest rate of the Bank of England per month from the date so specified until the date of actual payment, such interest to accrue before as well as after any judgement
- 5.4 Time of payment shall be of the essence and failure to make any payment on the due date shall (without prejudice and at the Supplier's option) entitle the Supplier to treat the Contract and any other contract between the parties hereto as repudiated and to act accordingly (including cancelling any further provision of Services to be made hereunder) or before commencing the provision of further services, to require payment in full of all sums due under this Contract and all sums remaining outstanding under any contract between the parties (whether for the supply of services or otherwise)
- 5.5 The Customer shall be responsible for applicable delivery charges and for loading and unloading the goods on delivery and return

6. DELIVERY CLAIMS

- 6.1 Claims for non-delivery must be made in writing within 7 days of the anticipated delivery date, or we accept no responsibility for loss of delivery. Damaged and missing items must be reported within 3 days of delivery, in writing, or we shall not be liable.

7. CANCELLATION & RETURNS

- 7.1 Customers have the right to cancel within 7 days from placing the order, however, if the goods have already been sent they must contact the Supplier within 7 days of delivery to obtain authorisation to return any goods. Goods returned by the Customer without prior authorisation will not be credited. Customers must return all products unused and as originally delivered. The Supplier cannot accept returns on products that are made to order, assembled prior to delivery or assembled and installed, unless they are faulty.

Please contact the Supplier for guidance and advice before proceeding.

8. ELECTRONIC COMMUNICATIONS

- 8.1 When you transact with the Supplier or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the Aluminium Jewellery Supplies website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9. ALTERATION OF SERVICE OR AMENDMENTS TO THE CONDITIONS

- 9.1 We reserve the right to make changes to these terms and conditions at any time. You will be subject to the terms and conditions in force at the time that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed

by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition Delivery Terms.

10. DELIVERY

10.1 Order Value (excl vat) Delivery Charge
£0 - £150.00 £9.60 (inc VAT) and only to addresses within the UK mainland.

11. PERFORMANCE

- 11.1 All dates or periods stated for completion of the Services either in this Contract or otherwise are estimates only and the Supplier shall not be liable to the Customer for any loss or damage whatsoever sustained by the Customer as a result of the Supplier's failure to comply with such date or period for completion.
- 11.2 The Supplier reserves the right to perform the Contract by instalments and to invoice the Customer for each instalment completed and each such instalment shall constitute a separate Contract to which these terms and conditions shall apply (mutatis mutandis) and no default on the part of the Supplier on any one or more instalments shall entitle the Customer to treat the Contract as a whole as repudiated.
- 11.3 If the Customer fails to take delivery of the Goods proffered by the Supplier (other than by reason of the Suppliers fault) then without prejudice to the Suppliers other rights and remedies the Supplier may store the goods and charge the Customer the reasonable cost of storage and insurance.
- 11.4 The Customer shall sign any delivery document accompanying the goods at the time of delivery.

12. LIEN

Until all invoices issued by the Supplier to the Customer under this or any other contract are paid in accordance with Clause 5 above, the Supplier shall have the general right of lien (in addition to any other right or remedy open to the Supplier) upon any goods of the Customer from time to time in the Supplier's possession or control and the Supplier may enforce such lien by selling such goods or a sufficient quantity of such goods to realise all amounts then due to the Supplier whether under this Contract or otherwise

13. LIABILITY

- 13.1 The Customer acknowledges and accepts that performance of the Services involves a risk of loss or damage to the Customer goods including (without limitation) risks of cracking, distortion, failure to respond, segregation, colouration, embrittlement and other defects and the Customer accepts full responsibility for all such risks and is advised to insure against the same
- 13.2 Where any Services are shown to the reasonable satisfaction of the Supplier to be defective by reason of faulty workmanship within a period of six months from the date of the supply of Services, the Supplier shall at its sole discretion:
 - A. Supply further Services (to a value agreed by the Supplier) to the Customer and/or
 - B. Refund to the Customer the contract price of such Services and/or
 - C. Grant the Customer a reasonable allowance in respect of such defects

PROVIDED That:

- A. The Customer notifies the Supplier in writing within 14 days of becoming aware of such defects and

- B. The Supplier shall be allowed a reasonable opportunity to inspect the work giving rise to the alleged defect
- C. The liability of the Supplier under this paragraph 7 shall be accepted by the Customer in substitution for and to the exclusion of any other claims for loss or damage which the Customer has or may have against the Supplier
- D. The Supplier shall not be liable in any way for any damage which may be caused to any goods of the Customer by reason of such goods being unfit or unsuitable to receive the treatment or processing ordered or instructed by the Customer and carried out by the Supplier in its normal standard manner
- E. The Customer shall within 14 days of delivery perform such tests and checks as are necessary to ascertain the quantity of goods returned to it and to reveal any damage or departure from specification before any further work or processing is done on or value added to the goods

13.3 The liability of the Supplier for any claim or claims (other than those falling within paragraph 7 above) for direct injury, loss or damage made by the Customer against the Supplier arising out of or in connection with the negligence or default (in contract, tort or breach of statutory duty) of the Supplier its employees or agents in the performance of the Contract shall be limited to the Contract Price. All warranties and conditions implied by statute relating to quality and fitness for purpose are, in respect of any items supplied by the Supplier hereby excluded

13.4 The Supplier shall not be liable for any claims for economic loss, loss of production, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury, loss or damage made by the Customer against the Supplier arising out of or in connection with the Contract

13.5 Nothing in these Conditions shall limit or exclude the liability of the Customer in respect of death or personal injury resulting from the negligence of the Supplier, its employees, or agents or limit or exclude the respective rights and remedies of the Supplier and the Customer under the Unfair Contract Terms Act 1977 (or its current legal basis) or where the Customer deals as a consumer exclude the conditions implied by Sections 3 and 4 of the Supply of Goods and Services Act 1982 (as amended)

14. CUSTOMER GOODS

All goods supplied to the Supplier by or on behalf of the Customer which is held by the Supplier for the purposes of the Contract or in transit to or from the Customer shall be deemed to be entirely at the risk of the Customer and the Supplier shall not be liable for any loss of or damage to such goods whilst in the possession of the Supplier or in transit as aforesaid unless such loss or damage is due directly to the negligence of the Supplier its employees or agents. The Customer shall insure all such goods for all risks

15. INDEMNITY

The Customer shall indemnify the Supplier in respect of all costs, damages and expenses incurred by the Supplier in defending any proceedings in relation to any infringement or passing off proceedings commenced by reason of Services supplied in respect of the Customer's goods and in respect of any loss or damage suffered or incurred by the Supplier by reason of the Customer's breach of this Contract or any other duty implied by law

16. DRAWINGS AND SPECIFICATIONS

Unless otherwise agreed in writing, all patterns, drawings, specifications, tools and other items produced by the Supplier ("the items") shall be and remain the property of the Supplier and if the Customer should have possession of any such items it shall upon request from the Supplier return them to the Supplier forthwith. The Customer may not utilise, license, transfer, reproduce or communicate to a third party the items or any of them without the prior written consent of the Supplier

17. MODIFICATIONS AND IMPROVEMENTS

The Supplier may carry out without notice to the Customer modifications or improvements in processes, methods and materials from time to time

18. FORCE MAJEURE

The Supplier shall not be liable for any loss or damage caused by delay in the performance of any of its obligations under this Contract where the delay is due to any cause beyond the Supplier's reasonable control, such as (without limitation) Act of God, explosion, fire, flood, legal restrictions, strikes, difficulties in obtaining materials labour or fuel, third party intervention, power or machinery breakdown. In such event the Supplier may terminate or suspend this Contract with no liability for loss or damage thereby occasioned

19. LAW

The Contract shall be governed by and construed in accordance with English Law and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts

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