

# GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS



**SAMSON**  
**FIXINGS**

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## GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS

The following terms and conditions set out the basis on which SAMSON FIXINGS LTD, (Company Number: 11972793) whose registered office is at Bank Chambers, 27a Market Place, Market Deeping, Peterborough, Cambridgeshire, PE6 8EA ("SAMSON"), shall sell products ("Products") to the purchaser ("Purchaser").

These terms and conditions, together with any order form comprise the whole agreement between SAMSON and the Purchaser in relation to each order for Products that SAMSON accepts from the Purchaser.

### 1. APPLICATION OF TERMS

- 1.1 In these conditions, "Contract" means the contract between SAMSON and the Purchaser for the sale and purchase of Products, incorporating these conditions.
- 1.2 Subject to any variation under clause 1.3, these conditions are the only conditions upon which SAMSON is prepared to deal with the Purchaser and they shall govern each order to the entire exclusion of all other terms or conditions.
- 1.3 These conditions apply to all SAMSON' sales and any variation to these conditions and any representations about the Products shall have no effect unless expressly agreed in writing by an authorised representative of SAMSON. The Purchaser acknowledges that it has not relied on any statement, promise or representat on made or given by or on behalf of SAMSON which is not set out in the Contract. Nothing in this condition shall exclude or limit SAMSON' liability for fraudulent misrepresentation.
- 1.4 Each order for Products by the Purchaser from SAMSON shall be deemed to be an offer by the Purchaser to buy Products subject to these conditions.
- 1.5 No order placed by the Purchaser shall be deemed to be accepted by SAMSON until an acknowledgement of order is issued by SAMSON in writing (including by email) or, if earlier, SAMSON delivers the Products to the Purchaser.
- 1.6 The Purchaser shall ensure that the terms of its order and any applicable specification are complete and accurate.

### 2. DESCRIPTION

- 2.1 The quantity and description of the Products shall be as set out in SAMSON' acknowledgement of order.
- 2.2 All samples, drawings, descriptive matter, specifications and advertising issued by SAMSON and any descriptions or illustrations contained in SAMSON' websites, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and this is not a sale by sample.

### 3. DELIVERY

- 3.1 Unless otherwise agreed in writing by SAMSON, delivery of the Products shall take place at the delivery address provided by the Purchaser.
- 3.2 Any dates specified by SAMSON for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

- 3.3 Subject to the other provisions of these conditions SAMSON shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by SAMSON' negligence).
  - 3.4 If for any reason the Purchaser fails to accept delivery of any of the Products when they are ready for delivery, or SAMSON is unable to deliver the Products on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations:
    - 3.4.1 risk in the Products shall pass to the Purchaser (including for loss or damage caused by SAMSON' negligence);
    - 3.4.2 the Products shall be deemed to have been delivered; and
    - 3.4.3 SAMSON may store the Products until delivery, whereupon the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
  - 3.5 Subject to clause 3.6, The Purchaser may cancel a Contract at any time up to 14 days' following the date of delivery of the relevant Products. Subject to the Purchaser returning the relevant Products to SAMSON in a saleable condition, SAMSON shall refund to the Purchaser the amount paid for the returned Products. Where the Purchaser is acting in a business capacity, SAMSON shall be entitled to charge a 25% restocking charge. Where the Purchaser is acting as a consumer, SAMSON shall not charge any restocking charge. SAMSON shall not refund any costs paid by the Purchaser in respect of delivery or return of the relevant Products. In cases where SAMSON receives notice of cancellation more than 2 working days' prior to the planned despatch date for the relevant Products, the Purchaser will receive a full refund of the amount paid in respect of the relevant Products.
  - 3.6 The Purchaser may not cancel Contracts for any Products that are specially ordered by SAMSON to fulfil the Purchaser's order, provided that SAMSON has informed the Purchaser of that fact.
  - 3.7 The cancellation and refund policies in clause 3.5 and 3.6 are without prejudice to the Purchaser's rights under clause 8 or any other rights which may not be excluded under applicable law.
- ### 4. NON-DELIVERY
- 4.1 The quantity of any consignment of Products as recorded by SAMSON on despatch from SAMSON' place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.
  - 4.2 SAMSON shall not be liable for any non-delivery of Products (even if caused by SAMSON' negligence) unless the Purchaser gives written notice to SAMSON of the non-delivery within 10 days of the date when the Products would in the ordinary course of events have been received.

SAMSON FIXINGS LTD

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- 4.3 Any liability of SAMSON for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a refund.
- 5. RISK/TITLE**
- 5.1 The Products are at the risk of the Purchaser from the time of delivery.
- 5.2 Ownership of the Products shall not pass to the Purchaser until SAMSON has received in full (in cash or cleared funds) all sums due to it in respect of the Products.
- 6. PRICE**
- 6.1 Unless otherwise agreed by SAMSON in writing, the price for the Products shall be the price set out in SAMSON' price list published on the date of delivery or deemed delivery.
- 6.2 The price for the Products shall be exclusive of any value added tax and all costs or charges in relation to carriage and insurance, all of which amounts the Purchaser shall pay in addition when it is due to pay for the Products except for deliveries to UK mainland addresses where delivery and insurance charges are included in the price provided the minimum order value has been exceeded.
- 7. PAYMENT**
- 7.1 Subject to clause 7.4, payment of the price for the products is due in either Pounds Sterling or Euros (as notified to the Purchaser by SAMSON) by the last working day of the month following the month in which the products are delivered or deemed to be delivered. Unless otherwise agreed with SAMSON in writing.
- 7.2 Internet payments are subject to clause 7.4, payment of the price for the Products is due in either pounds sterling or Euros (as notified to the Purchaser by SAMSON) in advance. SAMSON accepts payment with Paypal and Credit Card.
- 7.3 No payment shall be deemed to have been received until SAMSON has received cleared funds.
- 7.4 All payments payable to SAMSON under the Contract shall become due immediately on its termination despite any other provision.
- 7.5 If the Purchaser fails to pay SAMSON any sum due pursuant to the Contract, the Purchaser shall be liable to pay interest to SAMSON on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank PLC accruing on a daily basis until payment is made, whether before or after any judgment. SAMSON reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8. QUALITY**
- 8.1 Where SAMSON is not the manufacturer of the Products, SAMSON shall endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given to SAMSON.
- 8.2 SAMSON warrants that (subject to the other provisions of these conditions) on delivery, and for a period of 12 months from the date of delivery, the Products shall:
- 8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- 8.2.2 be reasonably fit for any particular purpose for which the Products are being bought if the Purchaser had made known that purpose to SAMSON in writing and SAMSON has confirmed in writing that it is reasonable for the Purchaser to rely on the skill and judgement of SAMSON.
- 8.3 For the avoidance of doubt, SAMSON will have no liability or responsibility under the above warranties for any fault which is the result any use of the Products which is not in accordance with the manufacturers' instructions or which is due to faulty installation.
- 8.4 SAMSON shall not be liable for a breach of any of the warranties in clause 8.2 unless:
- 8.4.1 the Purchaser gives written notice of the defect to SAMSON, and, if the defect is as a result of damage in transit to the carrier, within 10 Working days of the time when the Purchaser discovers or ought to have discovered the defect; and
- 8.4.2 SAMSON is given a reasonable opportunity after receiving the notice of examining such Products and the Purchaser (if asked to do so by SAMSON) returns such Products to SAMSON' lace of business at SAMSON' cost for the examination to take place there.
- 8.5 SAMSON shall not be liable for a breach of any of the warranties in clause 8.2 if:
- 8.5.1 The Purchaser makes any further use of such Products after giving such notice; or
- 8.5.2 The defect arises because the Purchaser failed to follow SAMSON' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
- 8.5.3 The Purchaser alters or repairs such Products without the written consent of SAMSON.
- 8.6 Subject to clauses 8.3 and 8.4, if any of the Products do not conform with any of the warranties in clause 8.2 SAMSON shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract rate provided that, if SAMSON so requests, the Purchaser shall, at SAMSON' expense, return the Products or the part of such Products which is defective to SAMSON.
- 8.7 If SAMSON complies with clause 8.5 it shall have no further liability for a breach of any of the warranties in clause 8.2 in respect of such Products.
- 8.8 Any Products replaced shall belong to SAMSON and any repaired or replacement Products shall be guaranteed on these terms for the unexpired portion of the 12 month period.

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### 9. LIMITATION OF LIABILITY

9.1 Subject to clauses 3, 4 and 8, the following provisions set out the entire financial liability of SAMSON (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:

9.1.1 breach of these conditions, including any deliberate breach of these conditions by SAMSON, or its employees, agents or subcontractors;

9.1.2 any use made or resale by the Purchaser of any of the Products, or of any product incorporating any of the Products; and

9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes or limits the liability of SAMSON:

9.3.1 for death or personal injury caused by SAMSON' negligence; or

9.3.2 for any matter which it would be illegal for SAMSON to exclude or attempt to exclude its liability; or

9.3.3 for fraud or fraudulent misrepresentation.

9.4 Subject to clauses 9.2 and 9.3:

9.4.1 SAMSON' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

9.4.2 SAMSON shall not be liable to the Purchaser for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

### 10. ASSIGNMENT

10.1 SAMSON may assign the Contract or any part of it to any person, firm or company.

10.2 The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of SAMSON.

### 11. FORCE MAJEURE

11.1 SAMSON reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of SAMSON including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to SAMSON to terminate the Contract.

### 12. DATA PROTECTION AND PRIVACY

12.1 If the Purchaser have any questions or if the Purchaser have any complaints, please contact SAMSON by telephoning the customer service team at +44 1536 210 688 or by sending an email to [info@samsonfixings.com](mailto:info@samsonfixings.com).

12.2 SAMSON will use the personal information that the Purchaser provides to:

12.2.1 provide the Products;

12.2.2 process the Purchaser's payment for such Products; and

12.2.3 inform the Purchaser about similar products or services that SAMSON provides, but the Purchaser may request to stop receiving these at any time by contacting SAMSON.

12.3 The Purchaser agrees that SAMSON may pass personal information about the Purchaser to credit reference agencies. SAMSON will not give personal data about the Purchaser to any other third party.

### 13. GENERAL

13.1 Each right or remedy of SAMSON under the Contract is without prejudice to any other right or remedy of SAMSON whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by SAMSON in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by SAMSON of any breach of, or any default under, any provision of the Contract by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

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- 13.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Notwithstanding that any term of this agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by Agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.
- 13.6 Any notice required to be given pursuant to the Contract shall be in writing, and shall be sent to the other party to its registered office or such changed address as is notified by the other party from time to time. Notices may be sent by first-class mail or fax, provided that faxes are confirmed within 24 hours by first-class mailed confirmation.
- 13.7 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

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