

## Terms and conditions of sale

In these conditions Mitchells (Millbrook) Ltd. is referred to as “the company” and the person, firm or company placing the order or otherwise dealing with the company as “the customer”.

### PRICES

All prices quoted are exclusive of VAT and carriage charges unless otherwise stated, and are subject to variation without notice at any time. Prices quoted by the company are for the quantities specified and shall apply to those quantities only. The company reserves the right to adjust the price if the quantity specified is amended.

### DELIVERY

The company will deliver goods to the customer at the address specified by the customer at the time of placing the order. The company may make a charge for delivery at its discretion. It is the responsibility of the customer to ensure that someone able bodied is in attendance at the delivery site to assist with unloading. The company will not be liable for any costs incurred by the customer for deliveries not made on the day or date agreed at the time the order was placed.

### PAYMENT

Unless specifically agreed and confirmed in writing, trade account customers must pay the full price of the goods (including VAT and delivery charges if applicable) by the last day of the month following the month in which the goods are despatched. Customers without a trade account must pay for the goods (including VAT and delivery charges if applicable) prior to despatch. The company may permit payment to be made “cash on delivery” at its discretion.

### OWNERSHIP

All goods supplied by the company to the customer shall remain the property of the company until all sums due to the company from the customer, whether or not in respect of such goods, have been paid in full. The risk for any goods supplied by the company to the customer shall transfer to the customer upon delivery.

### THE CUSTOMERS MATERIALS

Where it is agreed that the customer shall supply materials for the manufacture of goods by the company, such supply shall be in sufficient quantities to allow for manufacturing losses. The customer must accept the full responsibility for the correct specification, quality, and size of the material supplied to the company. The company shall be under no liability where such materials are of the incorrect specification, quality or size.

### GUARANTEES

The company will at its discretion repair or refund the price of any goods manufactured by the company should they prove to be or have become defective due to faulty material or workmanship within a period of 6 months of supply to the customer. The company will not accept any costs incurred by the customer for the installation or removal of defective goods.

These terms and conditions shall be subject to and construed in accordance with English Law. Nothing in these terms and conditions shall affect the statutory rights of the customer who in relation to the company “deals as consumer” as defined in section 12 of the Unfair Contracts Act 1977 or any amendment or modification thereof.