

Terms and conditions

Standard Terms & Conditions of Sale

Via Arkadia UK Ltd

1. Orders

- a. All orders are to be sent via email or fax using correct and complete product codes and descriptions.
- b. Sales order must be checked to ensure that the correct material has been ordered as Via Arkadia Ltd does not accept any complaints whatsoever for material which has been installed.
- c. All orders are subject to non-cancellation and are non-refundable. Deposits will be forfeited in the event of the buyer cancelling the order.
- d. Via Arkadia Ltd cannot be held responsible for any take-offs of quantities from sketches, drawings or room sizes provided by the buyer and must be verified on site by the installer/fitter/builder. This service is provided in good faith without knowing the conditions of the site or that the dimensions given are accurate. An allowance of 10% is standard for wastage and cutting on top of the actual quantity

2. Delivery and Risk

- a. We offer a delivery service only to the front of the site in pallets.
- b. Every effort is made to deliver goods within the quoted time, however no liability can be accepted if this time is exceeded.
- c. A delivery charge is applicable.
- d. We strongly recommend that customers do not book tradesman until the materials have been received and fully checked with all packaging removed.

3. Inspection / Delivery

- a. Only claims noted on the delivery note or notice given to the sales office in writing within 24 hours of delivery will be considered.
- b. The Buyer is under a duty to undertake a careful inspection of the Goods on delivery or on collection as the case may be.
 - b.1 Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked by the Buyer "not examined" with reason why, also noting visual damage and returned to the Seller.
 - b.2 The Seller shall be under no liability for any defects or shortages that would be apparent on a careful inspection if the terms of this clause are not complied with.
 - b.3 Subject to clause 3(d), the Buyer shall notify the Seller in writing of any defects or shortages within 24 hours.
- c. The Seller shall be under no liability for any damage or shortages of product once the product has left the purchasers premises.
- d. Before installing the tiles should be check that they feature are exactly according to the ordered type of material as Via Arkadia does not accept any complaints whatsoever for material which has been installed.
- e. Via Arkadia Ltd offers no guarantees as to the quality of workmanship of any person or company whose name has been passed on to the buyer and is not liable for any loss howsoever caused as a result of the behaviour or workmanship of any such person or company.

4. Shading & Crazing - Tiles

- a. It is the responsibility of the purchaser to check that all boxes that Via Arkadia UK Ltd deliver are according to the order type and have the same shade number and that all borders and decors are of suitable shade. Via Arkadia will not accept any complaints whatsoever for material which has been installed.
- b. We cannot be held responsible for tiles once they have been fixed.
- c. We strongly recommend that all tiles are purchased in the one order as we cannot guarantee that the same shade will be supplied for any additional orders.
- d. Crazing is inherent in the manufacturing process and sometimes occurs therefore we ask that you ensure all tiles are inspected before fixing as no replacements can be offered once tiles are fixed.
- e. We would be happy to supply any tiles that may have crazed if we are notified before fixing.

5. Samples

- a. Samples supplied are done so in good faith and represent the shade at the current time of manufacture and represent the overall look of the product and they are only indicative of colour, tonality and size.
- b. The shade may alter from batch to batch.
- c. Samples may be charged for.

6. Tile Thickness and Distortions

- a. All tiles are subject to standard manufacturing distortions such as different thickness of tiles even within the same range, bowed tiles, arched tiles and even marked tiles.
- b. It is the responsibility of the purchaser to ensure that when fitting, each tile is thoroughly inspected before fitting and that it is to the purchasers liking as no replacement will be offered after fitting.

7. Prices

- a. Unless otherwise agreed in writing, all prices quoted are exclusive of delivery to the Buyer and exclude V.A.T. All additional charges such as cost of carriage insurance, fees for export, transit, import and other permits and certificates and all taxes and Custom duties shall be borne by the Buyer, as the need arises.
- b. The Seller reserves the right to raise the price of goods by written notification to the Buyer.

8. Cancellation

- a. Cancellation by the Buyer without the Seller's written permission will entitle the Seller to repudiate the Contract and retain any monies paid in advance.
- b. For non-stock items Via Arkadia UK Ltd reserves the right not to refund and accept any returns.
- c. Cancellation of sundry items will be subject to a handling fee

9. Returned Goods

- a. Returned goods will be subject to a 25% re-stocking for stock items and further subject to confirmation by this office in writing, a standard carriage charge (applicable at the date of receipt of the returned Goods by the Seller) shall be payable by the Buyer in respect of any returned goods other than those Goods returned to the Seller under clause 3(d). In the case of the Goods either damaged by the Buyer or not coming within the provisions of Clause 3(d) the Seller may in its absolute discretion decide whether to accept the return thereof.
 - b. Subject to written acceptance by Via Arkadia UK Ltd, any tiles/sanitary ware that is to be returned must be returned within 7 days of purchase if they are in unopened boxes and if they match the current shade stocked.
 - c. No credit shall be given or replacement made by the Seller for Goods which are no longer in their original packaging or shade variant, or which are no longer sold by the Seller on the date on which the Buyer returns the Goods to the Seller.
 - d. Returns are subject to and at the discretions of Via Arkadia UK Ltd.
 - e. The Via Arkadia UK Ltd returns procedure must be followed in order for a credit note to be issued.

10. Installation

- a. All installers recommended by Via Arkadia UK (Ltd) where the invoicing is directly between the client / building company and the installation company, Via Arkadia UK (Ltd) will not be responsible for any professional or financial claims.
- b. All installations invoiced by Via Arkadia UK (Ltd) are for workmanship conducted by sub-contractors who are qualified in their field.
 1. All Via Arkadia UK (Ltd)'s sub-contractors carry professional insurance for installation.
 2. Via Arkadia UK (Ltd) does not have any fitting / installation insurance as the company is a material distributor only.
 3. Via Arkadia UK (Ltd) will act as a co-ordinator between the client and the sub-contractor, but all professional responsibility lies with the sub-contractor only.
 4. In all claims, Via Arkadia will assist in resolving the matter. Should the matter not be resolved, the claim should be handled directly with the sub-contractor and their insurance company.
 5. Via Arkadia will provide the name of the installation company (sub-contractor) and a copy of their insurance.
 6. Via Arkadia UK (Ltd)'s responsibility will be to select experienced fitters in their field, make sure that they have the expertise to carry out the job, and make sure that they can provide the relevant insurance.

11. Reservation of Ownership

Goods in satisfactory condition and keep them insured on Via Arkadia UK Ltd.'s behalf for their full price against all risks to the reasonable

- a. The Goods are at the risk of the Buyer from the time of delivery.
- b. Ownership of the Goods shall not pass to the Buyer until Via Arkadia UK Ltd has received in full all sums due to it in respect of:
 - the Goods; and
 - all other sums which are or which become due to Via Arkadia UK Ltd from the Buyer on any account
- c. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
 - hold the Goods on a fiduciary basis as Via Arkadia UK Ltd.'s Bailee;
 - store the Goods (at no cost to Via Arkadia UK Ltd) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Via Arkadia UK Ltd.'s property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;and
 - maintain the satisfaction of Via Arkadia UK Ltd. On request the Buyer shall produce the policy of insurance to Via Arkadia UK Ltd.
- d. The Buyer's right to possession of the Goods shall terminate immediately if it or he:
 - suffers or allows any event which is a process of, is in contemplation of, or is designed to commence or procure, bankruptcy or insolvency or any related state; or
 - suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or
 - encumbers or in any way charges any of the Goods.
- e. Via Arkadia UK Ltd shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Via Arkadia UK Ltd
- f. The Buyer grants Via Arkadia UK Ltd, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

12. Payment Terms

- a. Unless otherwise stated in writing, payment for the Goods shall be due in full together with any V.A.T, before delivery of goods.
- b. Time for payment of the price shall be of the essence.
- c. The Seller shall be entitled to charge interest on overdue amounts from the due date until payment at the rate of three percent (3%) per month over the rate of interest charged to the Seller or Bank of England base rate whichever is the greater.

13. Liability/Guarantee

- a. Each of the sub-clauses in Clause 11. is to be treated as separate or independent.
- b. Nothing in Clause 11 shall be deemed to exclude or restrict the Seller's liability for death or personal injury resulting from negligence or any breach of the Consumer Protection Act 1987.
- c. The Seller's liability for other loss and damage resulting from negligence shall be restricted to the value of the Goods which caused the damage.
- d. The description of the Goods contained in the Brochure or website is deemed to be exhaustive. The measurements, dimension and weights and shades contained in the Seller's catalogue or website is an approximate guide only and do not constitute part of the description of the Goods nor do they constitute representations by the Seller.
- e. The Buyer acknowledges that the Seller's brochures, technical circulars, price lists and other literature are subject to change at the discretion of the Seller and that the Buyer does not rely upon the information contained therein.
- f. The Buyer agrees to inform the Seller in writing either before or at the time of placing an order with the Seller of any particular purpose for which the Goods are being purchased. In the absence of such written notification the Seller is deemed not to have notice whether express or implied of such purpose.
- g. Save as expressly stated herein, all Warranties and Conditions whether expressed or implied by statute, usage, trade custom or otherwise relating to the quality or nature of the Goods or their life or wear or fitness for any particular purpose or use under any specific conditions are hereby expressly excluded.
- h. The buyer agrees that it will not make any representation regarding the quality, safety or performance of the Goods to third party purchasers unless such representations are specifically made to the Buyer by the Seller in writing.
- i. The Buyer warrants that it will not make or allow any third party to make modifications or alterations to the Goods otherwise than in accordance with the Seller's specific written instructions.

j. The Buyer shall indemnify the Seller against any liability suffered by the Seller attributable to the act or omission of the Buyer or the Buyer's agent.

k. In the event that the Seller is threatened with or involved in any legal action, whether civil or criminal, ("the action"), concerning Goods supplied to the Buyer by the Seller: -

- the Buyer will on receipt of a written demand from the Seller make any of the Goods available to the Seller for inspection at such times as the Seller may reasonably request and deliver to the Seller copies of all documents in the Buyers custody, possession or control relating to the Goods concerned which are relevant to the action.

- the Buyer will assist the Seller in avoiding or defending the action or minimising the damage resulting from the action including but not limited to tracing the ultimate purchasers of the Goods and hereby irrevocably appoints the Seller as the Attorney of the Buyer for the purpose of exercising for and on behalf of the Seller all of the Buyer's legal rights against handlers, carriers, warehouses, purchasers and other parties who had contact with the Goods.

l. Subject to Clause 12(b) the Seller shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Seller's negligence), whether expressed or implied.

m. The Seller's total liability for all claims arising out of any one Contract shall not exceed the Contract price.

n. Via Arkadia Ltd warrants to replace any goods found to be so defective with goods of similar quality design and size if:

- The goods are returned before they are fixed within 5 working days from delivery or collection.

- The goods have been properly stored and that the goods and boxes are dry and undamaged.

14. Storage

a. Material ordered by the buyer will be notified immediately of availability and will be stored for a period of 30 working days unless agreed otherwise.

b. Above and beyond the aforementioned time period and no collection or delivery arranged storage charges will be applied at £5 per pallet per week until the materials are removed from the premises.

c. Storage charges will be charged and paid for in full by the buyer prior to collection or delivery.

15. Confidentiality

The Seller shall during and after the termination of the Contract keep confidential all information acquired from the Buyer or which becomes known to the Seller in connection with the Contract for the Seller's business.

16. Assignment

The Buyer shall not assign the Contract without the written agreement of the Seller.

17. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the English Courts.

Our Ref: 12/2013