

## 1. Terms and Conditions of Business

- 1.1 Are reproduced below, and shall apply to all products and services supplied by Golden Coast Ltd, whether priced in the current price list or otherwise.

## 2. Definitions

Except where the context otherwise requires, the following expressions shall have the meaning shown against them:

“**Company**” Golden Coast Ltd.

“**Conditions**” these Terms and Conditions of Business.

“**Contract**” an agreement between the Company and the Customer for the supply of Goods or Services.

“**Customer**” the purchaser of the Goods or Services.

“**Deliver**” includes “procure to be delivered” and “delivery” shall be construed accordingly.

“**Goods**” any Goods, equipment or other thing supplied (including where appropriate any part or component thereof) by the Company to the Customer.

“**Services**” any service provided by the Company at the Customer’s request.

“**Prices**” all prices are suggested retail and are quoted ex-works, and will be subject to delivery and VAT.

“**Writing**” includes any communication effected by letter, telex, cable, facsimile, electronic mail or other comparable means of communication.

## 3. Application

- 3.1 Any supply of Goods or Service by the Company shall be subject to these Conditions.
- 3.2 No term or condition of the Customer’s standard terms of trading contained or referred to in the Customer’s order, acceptance or otherwise shall form part of any Contract and no such term or condition shall modify or amend these Conditions or any Contract.
- 3.3 No change to any Contract or any change to or waiver of these Conditions shall have any legal effect, unless agreed to in writing by a Director of the Company, provided the Company may amend these Conditions by notice in writing with regard to Contracts entered into after such notice.
- 3.4 The headings in these Conditions are for convenience only and shall not affect its interpretation.

## 4. Orders, Quotations and Cancellation of Contract

- 4.1 The Customer’s order for Goods shall be made or confirmed by the Customer in writing but a Contract shall not be made until an order is accepted by the Company. The Company may communicate its acceptance to the Customer either in writing or by despatching (or procuring the despatch of) the Goods.
- 4.2 (a) Any offer by the Company to sell Goods to the Customer shall be made in a written quotation. Any quotation made by the Company is given on condition a Contract shall not be formed until the Company has received the Customer’s written acceptance thereof.
- (b) The Company may amend or withdraw a quotation at any time before it has received the Customer’s written acceptance.
- 4.3 The Customer may not return any Goods supplied in accordance with the Contract after the Contract has been made. The Company may, at its absolute discretion and following the Customer’s prior written request, agree to the cancellation of an order and/or to the return of any Goods and it shall be a condition of the Company exercising its discretion which:
- (a) The Goods to be returned form part of the Company’s normal stock holding.
- (b) The Customer shall pay the Company a sum equal to the greater of 20% of the price of the Goods or £20 for each item comprising the Goods;
- (c) Any Goods returned are in their original condition;
- (d) The Customer shall, in addition, be liable for the costs of delivery or re-delivery.

## 5. Prices

- 5.1 Unless otherwise agreed in writing, all prices are ex-warehouse and exclude the cost of delivery.
- 5.2 Except where any quotation by the Company provides the price for Goods shall be fixed for a given period, the price for Goods shall be prevailing when they are despatched.
- 5.3 The Company reserves the right to make additional charges when there is any delay in being supplied with delivery instructions or if prior to delivery the Company incurs any additional costs.
- 5.4 Unless otherwise stated in writing the price for Goods is exclusive of VAT and all other taxes, fees, dues, duties or other assessments or charges.

## 6. Delivery and Risk

- 6.1** Unless otherwise agreed, delivery of the Goods shall be at the Customer's premises.
- 6.2** Time of delivery shall not be of the essence of any Contract.  
The Customer shall allow a reasonable time for the Company to deliver Goods and the Company will use its reasonable endeavours to meet any stated delivery dates but accepts no liability whatsoever for any failure to do so.
- 6.3** If the Customer fails to take delivery of any Goods in accordance with a Contract then the Company, at its option shall:
- (a) Arrange for storage at the Customer's risk and cost (including the costs of transportation).
  - (b) At any time after the due date for delivery, terminate the Contract in accordance with clause 13.1.
- 6.4** Where delivery is made by instalments if the Company fails to make delivery or makes defective delivery of any instalment, then such failure or defective delivery shall not affect the obligations of the Company and of the Customer as to the remaining instalments.
- 6.5** Except where risk in Goods would pass earlier in accordance with clause 6.3 or 6.6, risk in the Goods shall pass from the Company to the Customer upon delivery.
- 6.6** Where the Company is unable to deliver Goods in accordance with the Contract for any reason other than the Company's default, the Company may either in its own name or as agent for the Customer, arrange for storage of the Goods. The Company shall be considered to have fulfilled the Contract immediately upon delivery being made to the place of storage and risk and all charges for storage and ultimate delivery shall be borne by the Customer.

## 7. Claims

- 7.1** The Customer shall inspect the Goods immediately upon delivery.
- 7.2**
- (a) The Customer shall give written notice to the Company and any carrier within 24 hours of delivery, of any failure of the Goods to comply with the Contract.
  - (b) Where the Customer has not received any Goods despatched by the Company, it shall give written notice to the Company within 14 days of having been notified of despatch.
- 7.3** Provided the Customer complies with clause 7.2, the Company will replace all Goods which have not been delivered and, at its option, repair or replace Goods which are not in conformance with the Contract.

## 8. Retention of Title

- 8.1** Notwithstanding delivery and the passing of risk, the Company shall remain the sole legal and beneficial owner of goods which it supplies to the Customer pursuant to any contract until:
- (a) The Customer has paid for those goods in full, and also
  - (b) The Customer has paid in full for all other goods supplied to the Customer by the Company, but not yet paid for in accordance with the Company payment terms.
- 8.2** Notwithstanding any purported appropriation to the contrary, the Company shall be entitled to appropriate any payment or payments for goods made by the Customer to the Company to such goods and accounts as it shall deem fit.
- 8.3** The Customer shall insure all the Company's goods to their full value against all risks and shall procure that a note of the Company's interest therein is endorsed on the certificate of insurance. The Customer shall indemnify the Company in respect of the loss or destruction of the Company's goods or damage to them, and shall hold any insurance monies paid in respect of them in trust for the Company and account for such monies forthwith to the Company.
- 8.4** The Customer shall hold all the Company's goods in a fiduciary capacity on behalf of the Company, shall keep them separate from goods which are its own property or the property of any third party; and shall store and label them in a manner which enables them readily to be identified as the property of the Company.
- 8.5** In the event that the Customer is supplied goods by a third party which are identical to Goods supplied hereunder then the Customer shall be obliged to sell the goods supplied by such third parties before selling any identical goods supplied hereunder.
- 8.6** In order to identify and recover goods the Company or its representative are entitled to assume unless the contrary is shown to their satisfaction that the Customer has acted in accordance with the provisions of clause 8.5.
- 8.7** The Customer shall return all the Company's goods to the Company immediately on the Company's request. The Customer's rights of possession over the Company's goods may be revoked at any time by notice from the Company, and shall cease automatically and forthwith on the occurrence of any circumstance which would entitle an administrator or administrative receiver to take possession of any of the Customer's assets or would entitle any person to present a petition which may be incurred by the Company by reason of any wrongful act of the Customer in or in connection with any such sale.
- 8.8** The Customer shall upon notice in writing from the Company, fully and effectively assign to the Company all rights which it may have against any customer or customers of the Customer in relation to a sale or sales of the Company's goods. Such an assignment shall be deemed to take place automatically and forthwith on the occurrence of any circumstance which would entitle an administrator or administrative receiver to take possession of any of the Customer's assets or entitle any person to present a petition for winding-up or the bankruptcy of the Customer.

## 9. Guarantee and Limitation of Liability

- 9.1** All products offered for sale by Golden Coast Ltd are in their opinion, suitable for the purpose and are covered by the original manufacturer's guarantee, which is fully supported by Golden Coast Ltd and does not limit your statutory rights in law.
- 9.2** The Goods are guaranteed against defects in workmanship and materials for one year from the date of delivery. The Company shall, at its option, replace or repair free of charge any Goods which in its opinion, are faulty.
- 9.3** The guarantee in clause 9.1 is made subject to the following Conditions:
- (a) The Goods must not have been neglected, modified or otherwise improperly used in any manner whatsoever.
  - (b) The Goods must be installed by suitably qualified personnel in accordance with the Company's or manufacturer's installation instructions.
  - (c) The Goods must have been properly maintained and serviced by suitably qualified personnel as recommended by the Company or manufacturer and only parts produced by the manufacturer of the Goods have been fitted to the Goods.
  - (d) The guarantee does not apply to pipework or to equipment not supplied by the Company.
  - (e) Any equipment, part or component repaired or replaced under this guarantee will be covered for the balance period of the original guarantee.
  - (f) Any defect shall be notified to the Company in writing as soon as possible after it becomes apparent and in any event, within the guarantee period; and
  - (g) The Goods must have been paid for in full.
- 9.4** The guarantee may be transferred to a subsequent purchaser with the prior written agreement of the Company.
- 9.5** The guarantee does not cover any costs incidental to the replacement or repair of the Goods, including without limitation the cost to the Customer of returning Goods to the Company, the delivery to the Customer and installation of replacement Goods, or in relation to any pipework.
- 9.6** Except as provided in these Conditions all warranties, Conditions (except as to the Company's title to sell Goods) and statements, express or implied, statutory or otherwise or contained in any literature concerning the Goods, are excluded.
- 9.7** Except as provided in this clause 9 the Company shall not be liable for any loss or damage whatsoever, whether in Contract, (including negligence) or otherwise and including, without limitation, loss or damage caused by or arising out of any failure or any defect in the Goods, or for any loss or damage caused by or arising out of the use of the Goods.
- 9.8** The Company shall not in any event be liable or responsible for any indirect, incidental or consequential loss or damage including loss of use, revenue, goodwill, or profit, however caused.
- 9.9** The limitations and exclusions contained in clauses 9.7 and 9.8 shall apply to:
- (a) Death and/or personal injury caused by negligence and/or
  - (b) Damage caused by any defect in the Goods (and "damage" and "defect" shall have the same meaning as in the Consumer Protection Act 1987).

## 10. Accounts

- 10.1** Account terms are available subject to status.
- 10.2** Re-presentation of cheques will be charged at £20 per presentation.
- 10.3** Purchases using a Credit Card will attract a 3% surcharge.

## 11. Account Payment

- 11.1** Unless otherwise agreed in writing by the Company, all invoices shall be paid in full at the end of the month following the month of invoice. All sums not paid by the due date will become liable for interest charged at 8% above the Bank of England base rate until paid in full.
- 11.2** Timely payment shall be of the essence of the Contract and in the event of any failure or delay by the Customer to pay for Goods, the Company shall have the rights set out in clause 13.
- 11.3** Payment for Goods is immediately due and payable upon commencement of any event referred to in clause 13.
- 11.4** The Company shall have a right of set off and the Customer hereby authorises the Company to apply any money owed by it to the Customer against any monies which may be due from the Customer to the Company.

## 12. Force Majure

Except with respect to the payment of money, neither party shall be liable for failure to perform its obligations under these Conditions if such failure results from circumstances beyond such parties reasonable control.

---

## 13. Termination

- 13.1** If any payment or instalment falls due and is not paid in full within 7 days, the Company may without prejudice to any other rights, suspend performance of any of its obligations under these Conditions or terminate the Contract and/or any other Contract for sale of Goods by notice in writing with immediate effect.
- 13.2** If the Customer becomes insolvent or enters into liquidation, whether compulsory or voluntary (other than for the purposes of amalgamation or reconstruction) or compounds with its creditors generally or has a receiver, administrator, administrative receiver or liquidator appointed over all or any of its assets, or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or fails to perform any obligation required to be performed by it hereunder for a period of 30 days after receipt of notice from the Company of such failure the Company may, without prejudice to any of its rights, terminate the Contract forthwith by notice to the Customer.

---

## 14. Assignment

No Contract shall be assigned or transferred in whole or in part by the Customer directly or indirectly without prior written consent of the Company.

---

## 15. Trademarks and Trade Names

- 15.1** Nothing in these Conditions shall be deemed to confer any right upon the Customer to apply any trademark, trade names, colour schemes or design rights owned by the Company or the Company's manufacturers or suppliers.
- 15.2** The only trademarks or trade names which may be displayed in advertising Goods supplied hereunder shall be those expressly authorised by the Company or its manufacturers or suppliers and the Customer shall comply with the Company's express instructions relating to the context, scale and manner of use of such trademarks or trade names in all such advertising.
- 15.3** The trademarks, trade names, colour schemes or design rights of the Company or its manufacturers or suppliers shall not, without the Company's prior written consent be used on or in relation to any Goods supplied hereunder which the Customer in any way adds to repacks or otherwise alters and the Customer shall remove or permanently obliterate any such trademarks, trade names, colour schemes or designs of the Company or its manufacturers or suppliers from any Goods so added to, repacked or otherwise altered.

---

## 16. Severability

If any part of these Conditions or any other term or condition of this Contract is judged by any competent court to be invalid or unenforceable, the remaining part or parts shall continue in full force and effect.

---

## 17. Forbearance

Any neglect, forbearance or indulgence on the part of the Company, relating to rights under these Conditions shall in no way be deemed a waiver, implied or otherwise, of such rights.

---

## 18. Notices

Notice will be in writing and will, for all purposes, be deemed to have been fully given and received when actually received and will be sent by registered or recorded delivery mail, postage prepaid (unless otherwise provided), properly addressed to the parties at their registered office or at such other address for either party as may be specified by such party for such purpose, or by telex with receipt acknowledged by answer back.

---

## 19. Governing Law and Jurisdiction

The construction, validity and performance of these Conditions and any Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection therewith shall be subject to the exclusive jurisdiction of the English courts.

---