



## **TERMS AND CONDITIONS FOR THE SALE OF GOODS**

### **1. Definitions**

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the articles and services which the Buyer agrees to buy from the Seller.
<b>Price</b>	the price for the Goods and services, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	means <i>Fluffy Side Up Ltd of 25 Bell Lane, Bell Lane, Uckfield, TN22 1QL.</i>

### **2. Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods and Services shall be deemed to be an offer by the Buyer to purchase Goods and Services from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods and Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

### **3. Price**

The Price shall be as quoted by the Seller. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

### **4. Payment and Interest**

- 4.1 Payment of the Deposit is due at time of booking. The Balance shall be due within 30 days of the date of the completion of work.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.