

# Gilvordemm Ltd T/A Better Bunk Beds

## STANDARD TERMS AND CONDITIONS OF BUSINESS

### 1. DEFINITIONS

- **'the Buyer'**: means the person or organisation (including natural persons, corporate or unincorporated bodies) placing an order with the Company subject to these terms and conditions.
- **'the Company'**: means Gilvordemm Ltd trading as Better Bunk Beds
- **'the Goods'**: means the goods, items, or parts (including those manufactured to a Specification) which are the subject matter of the Quotation or Order.
- **'Business Day'**: means a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.
- **'Insolvency Event'**: includes the suspension of payments, winding up, dissolution, administration, or the Buyer being the subject of a bankruptcy petition.
- **'Specification'**: means any related plans, drawings, or technical data agreed in writing by the Buyer and the Company.

### 2. GENERAL / BASIS OF CONTRACT

- **2.1.** Any Goods sold by the Company will be sold on these terms and conditions only, to the exclusion of any other terms that the Buyer seeks to impose or which are implied by trade, custom, or practice.
- **2.2.** These terms and conditions take precedence over the Buyer's terms and will be conclusive in the event of inconsistency.
- **2.3.** These conditions supersede all previous agreements, sales brochures, or other documentation produced by the Company.
- **2.4.** Product dimensions in sales literature are approximates; the Company reserves the right to make changes in construction or design considered necessary under a policy of continuous improvement.
- **2.5.** A manufacturing tolerance applies to bespoke products made to order.
- **2.6.** Any typographical, clerical, or other error in sales literature, quotations, or invoices shall be subject to correction without liability on the part of the Company.
- **2.7.** The Order constitutes an offer by the Buyer; a Contract only comes into existence when the Company issues a written acceptance.

### 3. PRICE

- **3.1.** The price quoted for Goods will be confirmed in writing upon receipt of the Buyer's order and is valid for 21 days.
- **3.2.** All prices quoted are exclusive of packing, carriage, duties, and VAT unless otherwise stated.
- **3.3.** The Company may increase the price at any time up to 30 Business Days before delivery to reflect increases in costs beyond its control (e.g., raw materials, labour, or exchange rate fluctuations).

- **3.4.** If a price increase is notified, the Buyer has the right to cancel the order in writing within seven days of receiving such notice.

#### **4. PAYMENT**

- **4.1.** All deliveries are subject to receipt of cleared funds prior to the delivery date.
- **4.2.** Full payment is required within 5 days of order confirmation to treat the order as accepted unless otherwise agreed.
- **4.3.** If the Buyer fails to make any due payment by the due date, delivery may be delayed at no cost to the Company
- **4.4.** Payment must be made in full without any deduction, set-off, or counterclaim.

#### **5. DELIVERY**

- **5.1.** Delivery dates are approximate only; time of delivery is not of the essence.
- **5.2.** Standard deliveries are made "tailgate" to the main entrance of the property or the closest accessible point; drivers will not place Goods in specific rooms.
- **5.3.** If the Buyer fails to take delivery within five Business Days of notification, the Company may store the Goods at the Buyer's expense and risk.
- **5.4.** Inspection must occur upon delivery; any discrepancies or damages must be signed for on the delivery note and confirmed in writing within 72 hours.
- **5.5.** The Company is not responsible for loading on the Buyer's transport for ex-works orders or off-loading at destinations unless specifically agreed.

#### **6. TERMINATION AND SUSPENSION**

- **6.1.** The Company may terminate or suspend the contract immediately if the Buyer fails to pay any debt, becomes subject to an Insolvency Event, or fails to take delivery of Goods.
- **6.2.** No cancellation or variation of the Contract by the Buyer is valid unless agreed in writing by the Company, subject to compensation for expenses and loss of profit.
- **6.3.** On termination, the Buyer must immediately pay all outstanding unpaid invoices and interest.

#### **7. RISK AND TITLE TO GOODS**

- **7.1.** Risk in the Goods passes to the Buyer upon completion of delivery.
- **7.2.** Title to the Goods remains with the Company until full payment is received for the Goods and any other outstanding accounts.
- **7.3.** Until title passes, the Buyer must store Goods separately, maintain them in satisfactory condition, and keep them insured.
- **7.4.** The Company may enter the Buyer's premises to repossess Goods if payment is not received.

#### **8. WARRANTIES AND LIABILITY**

- **8.1.** Goods are supplied with a manufacturer's warranty, the Company does not provide additional warranty cover in its own right.

- **8.2.** The Company's total liability is limited to making good shortages, replacing/repairing damaged goods, or refunding the price paid.
- **8.3.** To the extent the Goods are manufactured to a Buyer's Specification, the Buyer shall indemnify the Company against all losses arising from any third-party intellectual property infringement claims.

## **9. FORCE MAJEURE**

- **9.1.** The Company shall not be liable for any failure or delay caused by a Force Majeure Event, including acts of God, war, strikes, failure of energy sources, or breakdown of machinery.

## **10. GOVERNING LAW AND JURISDICTION**

- **10.1.** The Contract shall be governed by and construed in accordance with the law of England and Wales.
- **10.2.** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.