

SUNDANCE POOLS UK LTD
Terms and Conditions of Sale

1.0 GENERAL

- 1.1 These conditions apply to all goods sold by Sundance Pools UK Ltd (hereinafter referred to as the Seller) and in the case of conflict between these conditions and the Buyer's conditions, the Seller's conditions shall apply.
- 1.2 No variation of these conditions shall be effective unless made in writing and made by the Seller.
- 1.3 All other Terms, Conditions, Warranties or Representations expressed or implied, whether made before or at the time of or after the Buyer's order or instructions and even if contained therein are so far permitted under the Sale of Goods Act 1979 and 1994 and the Unfair Contract Terms Act 1977 hereby excluded.

2.0 TERMS OF PAYMENT

- 2.1 50% of pro-forma invoice total is payable upon ordering the pool. Balance payable on or before day of delivery/collection.
- 2.2 Time of payment is the essence of the Contract. If the Buyer fails to pay on the due date the Seller shall be entitled
 - (a) To charge interest on any amounts overdue at the rate of 4% above the Bank of England base rate from the date of issue of the invoice, and/or
 - (b) To suspend further deliveries until the payment has been made, and/or
 - (c) To cancel the Contract.

3.0 TITLE TO THE GOODS

- 3.1 Property in the goods shall not pass to the Buyer until the Buyer has made payment in full of all the sums due to the Seller in respect of the goods provided always that the Seller shall nevertheless be entitled to maintain an action for the invoice price or any part thereof unpaid at any time after the due date for payment.
- 3.2 If payment in full is not made by the due date then without prejudice to any other rights the Seller may have it shall be at liberty to remove and sell the goods and apply the proceeds of sale towards satisfaction of the Buyer's liability to the Seller under the contract of sale and the Seller shall be entitled to recover damages in respect of any loss or damage caused by the failure of the Buyer to make payment in full by the due date.
- 3.3 Property in the goods supplied shall not pass to the Buyer or to any other person merely by virtue of their becoming affixed to the real or personal property of the Buyer or some other person unless fully paid for.
- 3.4 The Buyer shall be entitled to sell the goods to a third party within the normal course of its business provided that the proceeds of the sale of the goods be for the Seller's account and all monies deriving therefrom are identifiable until such time as the goods are paid for by the Buyer.

4.0 INSURANCE AND RISK

- 4.1 The risk in Goods sold by the Seller shall pass to the Buyer on collection by the Buyer (or his representative) or on despatch by the Seller. If delivered by the Seller responsibility passes to the Buyer as soon as the pool is removed from the delivery vehicle.
- 4.2 The Seller accepts no responsibility for any loss or damage to the Buyer and the Buyer should in its own interests insure the same upon collection/delivery.

5.0 AVAILABILITY

- 5.1 All goods offered subject to remaining unsold The Seller will confirm details of an order once the deposit and order have been received.

6.0 SPECIFICATION

- 6.1 The goods supplied in accordance with the specification (if any) submitted to the Buyer and any additions and alterations shall be the subject of an extra charge.
- 6.2 Any part of the Goods not so specified shall be in accordance with the Seller's printed catalogue or the catalogue of the Seller's suppliers (subject to any modification made since publication)
- 6.3 If the Seller adopts any changes in construction or design of the Goods or the specification thereof, such changes shall be notified to the buyer for their agreement which shall not be unreasonably withheld.

7.0 ORDERS

- 7.1 Orders accepted by the Seller may not be cancelled under any circumstances unless agreed in writing by the Seller.
- 7.2 Cancellation of goods ordered to the Buyer's own specification specifically tailored to suit the requirements of the project will not be accepted.

8.0 DELIVERY

- 8.1 The place and date of delivery are as agreed between the Seller and the Buyer.
- 8.2 Dates given for the delivery of goods are given and intended as an estimate only and the Seller shall not be liable for any loss or damage arising directly or indirectly from any delay.
- 8.3 Goods despatched may not be returned by the Buyer without the Seller's consent in writing. In any event where such consent is given a charge will be made to cover the cost of resale and administration expenses including any modifications necessary to suit an alternative buyer. Goods returned must be boxed (where applicable) and in new condition and suitable for resale.

9.0 PRICES

- 9.1 Prices are subject to change without notice and goods will be invoiced at the Seller's price ruling on the date of despatch or at a price agreed in writing between both parties.

10.0 NOTICES OF CLAIMS ETC

- 10.1 The goods shall be examined by the Buyer on receipt and no claim in respect of the Goods will be entertained unless verbal notice is given immediately and confirmation in writing is sent to the Seller to arrive within three days of delivery.
- 10.2 In the case of damage in transit verbal notice of damage or breakage shall be given immediately and confirmation sent in writing by the Buyer both to the Seller and the Carriers, if any, to arrive within three days of receipt of the goods.
- 10.3 'Unexamined' signatures for the receipt of goods do not relieve the Buyer of its responsibility to check them on arrival and the Seller shall not be liable in respect of any claim or claims if the Buyer fails to comply with the provisions of this clause.

11.0 GUARANTEES

- 11.1 Please note: **Under no circumstances should your Sundance Pool be emptied without reference to Sundance Pools UK Ltd.**
- 11.2 The pool shell is guaranteed against leakage or structural failure caused by a manufacturing fault. This guarantee runs for a period of 10 (ten) years from date of delivery. Equipment supplied with the pool is guaranteed against faulty manufacture for a period of 12 months from delivery. This guarantee is limited to the supply (subject to approval) only of replacements free of charge.
- 11.3 The pool shell is not guaranteed if a fault develops due to ground movement, inappropriate installation or other external sources.

The placing of an order with Sundance Pools UK Ltd will be deemed acceptance of these Terms and Conditions.

