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## Terms and Conditions

### General:

1.1 We issue our price lists and accept all orders subject to the following conditions:

Supply of merchandise shall constitute the Customers acceptance of these terms. Any terms stated by the Customer and inconsistent with these terms are expressly rejected unless written acceptance has been received from Ashley Chains prior to delivery.

1.2 If any statement or representation has been made to the Customer by us, our servants or agents upon which the Customer relies other than in our price list or our acknowledgement of order then the Customer must set out that statement or representation in a document to be attached to or endorsed on the order and in any such case we may confirm, reject or clarify the point or submit a new price.

### Availability:

2.1 Every effort will be made to comply with the detail of any order, but if, due to circumstances beyond our control we are unable to meet all requirements, no claim can be made upon us.

### Modification:

3.1 We reserve the right to effect minor modifications to the specifications of our products, with or without prior notice, provided such modifications do not in our opinion affect the function and quality of the product.

### Delivery:

4.1 Time for delivery is given as accurately as possible but is not guaranteed. No responsibility can be accepted for any loss, consequential or otherwise, arising from failure for any cause to meet any delivery time stated.

4.2 No claim for non-delivery can be entertained and we shall incur no liability in respect of any such claim unless received by us in writing within 7 days of the invoice date.

### Risk and Title:

5.1 Risk shall pass to the Customer so that the Customer is responsible for all loss, damage or deterioration to the goods:-

5.1.1. If we deliver the Goods by our own transport or arrange transport for the Goods, at the time when the Goods or a relevant part thereof arrive at the place of delivery, or

5.1.2. In all other circumstances at the time when the Goods or a consignment or other part thereof leave our premises.

5.2 Title of Goods remains the property of Ashley Chains until paid for in full.

5.3 We may recover Goods in respect of which title has not passed to the Customer at any time and the Customer

hereby licenses us, our officers, employees and agents to enter upon any premises of the Customer for the purpose of recovering any Goods in respect of which Title has not passed to the Customer.

### Shortages and Defects Apparent on Inspection:

6.1 No claims for damage or shortage can be entertained unless:

6.1.1 Notified within 24 hours of delivery, and

6.1.2 We are given an opportunity to inspect the Goods and investigate any complaint before any sale or use of or alteration or interference with the Goods.

6.2 If a complaint is not made to us as herein provided then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.

### Limit of Liability:

7.1 Where goods supplied are deemed to be faulty, liability is limited to replacement or credit of the goods.

7.2. We will not be liable for any loss, consequential or otherwise, loss of profits, damage to property, wasted expenditure or cost of mitigation, due to misuse or defect or damage or alteration of the supplied Goods or for any other reason.

7.3 Where insurance cover quotations are given, this is for guidance only and it is the responsibility of the Customer to confirm the level of cover with their own insurance companies or agents.

7.4 Whilst every effort is taken to ensure all measurements given are correct, all measurements should be considered approximate.

### Character Merchandising, Brand Names:

8.1 The Customer shall indemnify us against any claims for infringement of any copyright, registered design, trade mark, brand name or other exclusive right.

### Customer Returns:

9.1 We will only accept goods for return where they are in good condition, in the original packaging and either in pack quantities, complete reels or complete bundles, if this has been firstly agreed at the time of sale and subsequently confirmed in writing. Such goods may be subject to a handling charge (our errors and omissions excepted).

9.2 It is the customer's responsibility to ensure the correct chain size and dimensions are specified before any cutting work is undertaken by Ashley Chains, as chain that has been cut to a specific length or series of lengths as per the customer's requirements may not be

returned for an automatic full or partial refund unless deemed to be faulty (our errors and omissions excepted).

### Payment:

10.1 Full payment must be received prior to despatch unless credit terms have been agreed.

10.2 Payment for credit accounts is due by the end of the month following the invoice month.

10.3 Where settlement discount is offered and subsequently taken, payment must be within the agreed settlement period.

10.4 We reserve the right to pass on bank charges, together with a handling charge where cheques are represented or dishonoured.

10.5 We reserve the right to charge interest on all overdue accounts at the rate of 3% per annum above the Base Rate of HSBC PLC in force at the time when payment was due.

### Prices:

11.1 Prices shown are correct at the time of publication of our hard copy price list. We reserve the right, however, to invoice at the prices ruling at the time of supply.

Any orders placed online will be invoiced at the price published on our website at the time of ordering.

11.2 We reserve the right to amend prices, however, every effort will be made to notify such changes at the earliest date.

11.3 Any invoice query must be reported within 14 days of invoice date.

11.4 Discounts are available in certain instances and details may be obtained from us.

### V.A.T.:

12.1 Our goods are sold subject to Value Added Tax at the current Standard Rate.

### Carriage:

13.1 Carriage is charged except where solely plastic chain/plastic posts over a net value of £50 are ordered. The carriage charge applies to most UK mainland addresses. Surcharges may apply to island or highland addresses.

13.2 Express delivery, where requested by the customer, will be charged at cost.

13.3 We reserve the right to amend carriage terms at any time without notice.

### Legal:

14. These conditions and all other expressed terms of any contract or order shall be governed and construed in accordance with English law.

E&OE  
4 April 2011

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Reg in England. No. 4529329