

CONDITIONS OF TRADING

Definitions:

The Company shall mean: The Gas Man.

The Customer shall mean: the person or persons specified on the estimate / quote / invoice.

The Goods shall mean: the furniture units, parts and items specified and includes any appliances.

Appliances shall mean: any electrical, natural gas or propane operated equipment.

1. The company hereby agrees to supply, and the customer agrees to accept the Goods, subject to the terms and conditions there of and, if so specified on the order form, the Company will fit the same at the Customer's specified premises.

2. Payment shall be made by the Customer to the Company as follows:

A: 50% as a deposit on the signing of this agreement.

B: 20% on delivery of goods to the Customer's premises.

C: 30% on completion of installation.

D: All additional items ordered after the contract date shall be payable on delivery and any deductions for Goods cancelled will be made within the final payment

3. In the event of the contract providing for the fitting of the Goods and services at the Customers premises payment will be made:

A: 50% as a deposit on the signing of this agreement.

B: 20% on delivering the goods to the Customer's premises.

C: 30% on completion of fitting.

D: All additional items ordered or works carried out after the contract date shall be payable on completion and any deductions for Goods cancelled will be made within the final payment.

E: No works will be carried out or Goods left on site unless the interim payment has been received in full.

4. Any works or Goods to be supplied under an insurance claim involving payment from an insurance company is liable to a 50% deposit then the balance within 5 working days from date of completion. Any additional works or items ordered by Customer above the insurance company's agreed payment are payable in full with the deposit.

5. If any sum payable under this agreement is ten days or more overdue the Customer will pay in addition to such sums as are unpaid interest on the outstanding balance at the rate of 5% over bank base rate for the time being until payment thereof.

5A. All credit card transactions will be charged 3.99% on top of transaction

Ownership

6. It is hereby agreed and declared that ownership in the Goods shall remain that of the Company until the total purchase price shall have been paid by the Customer to the Company.

The Customer acknowledges:

A: The right of the Company to enter upon the Customers premises at any time to remove any of the Goods from the premises even if the same have become affixed to the premises.

B: That the Company has no duty to make good any damage caused in the exercise of this right to the Customers premises.

Delay

7. The Company will use its best endeavors to supply the Goods and fit the same within the time specified in the contract. The Company shall not be liable for any delay due to national emergency, war, prohibitive governmental regulation, or any other cause beyond the reasonable control of the parties or either of them including the supply of the Goods from the third party from whom the same have been ordered by the Company or whatever reason. In the event of such delay extending beyond 90 days either party may give notice in writing to the other to terminate the contract and thereupon all deposits paid, or goods provided shall forthwith be returned.

Condition of Goods

8. The Company will use its best endeavors to supply the Goods in accordance with the specification and design requested by the Customer but it is hereby expressly agreed and declared that the following are excluded:

A: Any condition of fitness of the Goods for any particular purpose and where the Goods are sold by reference to a sample, any condition that the bulk will correspond with the sample in quality, that the Customer will have a reasonable opportunity of comparing the bulk with the sample, and that the Goods will be

free from any defect rendering them unmerchantable which would not be apparent on reasonable examination of the sample.

B: Any minor differences in grain, shade, texture, or pattern of wood finishes shall not entitle the Customer to require any part of the Goods to be replaced.

C: Minor alterations in final finishes on the Goods shall not be considered a defect in any event.

Defects and Payment

9. A: The full purchase price of the Goods shall be payable by the Customer to the Company not withstanding that the Customer has notified the Company of any defects in the goods. It is hereby agreed the Company shall not be obliged to replace any defective Goods or install the same until 75% of the total purchase price shall have been paid by the Customer to the Company.

B: In the event of the Customer ordering additional Goods or Appliances after the date of this agreement which cannot be delivered by the Company at the same time as the Goods agreed to be supplied in this agreement then the Customer shall pay for the Goods delivered and shall not be entitled to withhold payment of any monies other than for the value of any goods not in fact delivered to the Customer.

C: The Company shall not be liable for any defects whatsoever in any Appliances unless the Company shall have caused the same itself. The Customer will rely upon manufacturers' guarantees in respect of any defects in any Appliance and shall not be entitled to withhold any part of the purchase price as a result of any defects or malfunction in any Appliance.

Cancellation

10. In the event of the Customer canceling this contract before the Goods are delivered and /or installed by the Company.

A: The Company shall be entitled to keep the deposit paid by the Customer.

B: The Company shall be entitled to claim from the Customer the value of all the Goods and any additional goods subsequently ordered by the Customer at the price specified herein or in the event of no such price being specified at the cost of such item to the Company plus 10% thereof. The Company will give credit for the amount of the deposit against such sums.

Whole Agreement

11. Each party acknowledges that this agreement and conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant thereto. This agreement supersedes any prior agreement between the parties whether this is written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights which have already accrued to either of the parties.

Headings

12. Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

Gender

13. All agreements on the part of either of the parties which comprise more than one person entity shall be joint and several and the gender referred to in this agreement. Shall include all genders and the plural and the successor in title to the parties or either of them.

Estimates in the contract

14. If a written estimate is included in the contract, the final price cannot be more than 15% above the estimate, unless you agree to a new price and sign a change to the contract. Make sure that any written estimate you receive is part of the contract, so that this 15% rule will apply.