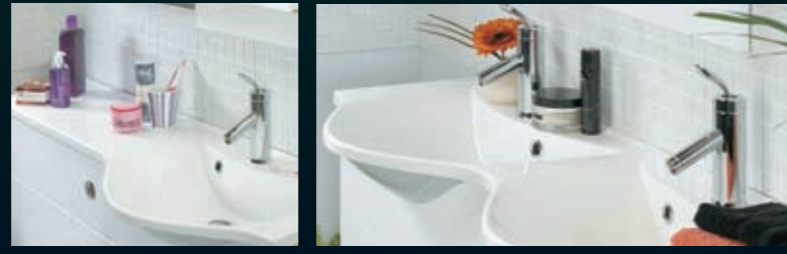


new products

Eastbrook Terms and Conditions

Welcome to the new Eastbrook June 2008 catalogue and technical handbook. Packed with new products and improved existing products it provides a wealth of new opportunities. Our aim is to give a wider choice and full technical back up for our customers, backed by large stocks and efficient delivery services.

New Calypso bathroom furniture ranges



New vanity cabinets



New sanitaryware



New baths and Carronite panels



New towel rails



New tap range



New shower enclosures



New shower valves



We deliver all goods on our own dedicated transport fleet to ensure a speedy and problem free service, however in the unlikely event that goods are delivered wrong or damaged, it is the responsibility of the customer to ensure sufficient time is allowed for a replacement to be sent.

1. DEFINITIONS

In these terms and conditions, the following words shall have the following meanings:

"Buyer" shall mean any person, firm or company, to whom the Firm supplies Goods or Services or with whom the Firm enters into negotiations for the supply of Goods or Services.

"Firm" shall mean Brian Michael Douss, Benjamin Nigel Brian Douss and Nicolas Brian Douss trading as Eastbrook Co. or Woodstock.

"Goods" shall mean products, articles or things which are supplied by or which are the subject of negotiations for supply by the Firm to the Buyer.

"Services" shall mean services are supplied by or which are the subject of negotiations/or supply by the Firm to the Buyer.

2. MAKING THE CONTRACT

2.1 The Firm's salesmen are not authorised representatives and are not authorised to accept confirm or vary any order nor to make any representation or promise on the Firm's behalf.

2.2 Any estimate/quotation which comprises an invitation to treat is open for a period of 30 days only from the date thereof, provided that the Firm has not previously withdrawn it. Any order issued by the Buyer is subject to acceptance by the Firm and a contract will only be formed when the Firm has accepted the Buyer's offer to buy in writing. Any offer made by the Buyer must be confirmed in writing by the Buyer.

2.3 All orders are placed under these terms and conditions alone.

2.4 These terms and conditions exclude any other terms and conditions inconsistent therewith which a Buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions with them or may be contained in any offer acceptance or counter-offer made by the Buyer.

2.5 No variation of these terms and conditions is permitted unless expressly accepted by a Partner of the firm in writing.

3. CANCELLATION

3.1 No cancellation by the Buyer is permitted except where expressly agreed by a Partner of the Firm in writing.

3.2 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Firm fully against all expenses incurred up to the time of such cancellation together with by way of liquidated damages a sum of 33 1/3% of the contract price which shall be paid by the Buyer to the Firm Forthwith.

4. PRICE

4.1 All prices quoted are those ruling at the date of dispatch or supply.

4.2 Unless otherwise stated all prices quoted are nett, exclusive of VAT, and in the case of Goods ex works.

4.3 The Firm reserves the right at any time prior to delivery of the Goods or supply of Services to adjust the price to take account of any increase in the cost of raw materials, labour or services or any currency fluctuations affecting the cost of imported materials or services.

5. TERMS OF PAYMENT

5.1 All sums become due and payable under these terms and conditions not later than 14 days from date of invoice.

5.2 Time for payment shall be of the essence.

5.3 The Firm reserves the right to charge interest at 2 1/2 per centum per month on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1.

5.4 The Buyer shall have no right to set off, statutory or otherwise.

5.5 If the Buyer (being a Company) has a petition for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed or all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with its creditors or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the Contract.

5.6 The Firm reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any Order, supplying any Goods or Services.

6. DELIVERY

6.1 Delivery will be deemed to have been effected when the Goods are ready for collection at the premises of the Firm or as the case may be the premises of the suppliers to the Firm in circumstances where the Goods are delivered direct from such suppliers.

6.2 Time of delivery is not of the essence.

6.3 The Firm shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.

6.4 The Firm reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

6.5 When delivery is to be by instalments or the Firm exercises its right to deliver by instalments under clause 6.4 hereof or if there be delay in the delivery of any one or more instalments for whatever reason this will not entitle the Buyer to treat the contract as repudiated and/or to damages.

6.6 Deviations in quantity between the Goods delivered and Goods ordered representing not more than 10 per cent by value shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the Goods delivered.

7. SUPPLY OF SERVICES

7.1 Time for the supply of Services is not of the essence.

7.2 The Firm shall not be liable for any loss whatsoever or howsoever arising caused by its failure to supply Services or any part thereof on the due date.

7.3 The Firm reserves the right to supply Services by instalments and to tender a separate invoice in respect of each instalment.

7.4 When the supply of Services is to be by instalments or the firm exercises its right to supply Services by instalments under clause 7.3 hereof or if there be a delay in the supply of any one or more instalments of Services for whatever reason this will not entitle the Buyer to treat the contract as repudiated or to damages.

7.5 Deviation in the quantity between Services supplied and the Services ordered representing not more than 10 per cent by value shall not give the Buyer any right to reject the Services or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the Services supplied.

8. RISK AND THE PASSING OF PROPERTY IN GOODS

8.1 Risk in the Goods shall pass to the Buyer when the Goods are delivered.

8.2 Notwithstanding risk in the Goods passing in accordance with clause 8.1 hereof title in the Goods shall not pass to the Buyer until whichever shall be the first to occur of the following:-

8.2.1 payment being received by the Firm for the Goods and Services and no other amounts then being outstanding from the Buyer to the Firm in respect of other Goods or Services supplied by the Firm

8.2.2 the Buyer selling the Goods in accordance with the provisions of these terms and conditions in which case title to the Goods shall be deemed to have passed to the Buyer immediately prior to delivery of the Goods to the Buyer's customers; and

8.2.3 the Firm waiving its rights under this clause 8.2 in respect of specified Goods or Services whereupon title to the said Goods shall forthwith vest in the Buyer.

8.3 The Buyer is licensed by the Firm to use or to agree to sell the Goods delivered to the Buyer subject to the express condition that the entire proceeds of any sale are held in trust for the Firm and are not mixed with other moneys or paid into an overdrawn bank account and shall at all times be identifiable as the Firm's moneys.

8.4 Until title to the Goods passes:

8.4.1 The Buyer will hold the Goods as fiduciary agent and bailee for the Firm;

8.4.2 the Goods shall, subject to clause 8.3, be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Firm;

8.4.3 the Firm may at any time revoke the power of sale and use contained in clause 8.3 by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Firm (whether in respect of the Goods or any other Goods or Services supplied at any time by it to the Buyer) or if the Firm has bona fide doubts as to the solvency of the Buyer;

8.4.4 The Buyer's power of sale and use contained in clause 8.3 shall automatically cease if the Buyer has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law;

8.4.5 upon determination of the Buyer's power of sale and use pursuant to clause 8.4.3 or clause 8.4.4, the Buyer shall place any of the Goods in its possession or under its control and sold at the disposal of the Firm and the Firm shall be entitled to enter upon any premises of the Buyer for the purpose of removing such Goods.

8.4.6 The Firm shall at any time be entitled to appropriate any payments made by the Buyer in respect of any Goods or Services in settlement of such invoices or accounts in respect of such Goods or Services as the

Firm may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

9. LIEN AND STOPPAGE

9.1 Until such time as the title in the Goods has passed to the Buyer the Firm has the right to withhold delivery if the Buyer (being a Company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or

9.2 When the title in the Goods has passed to the Buyer and the time for payment has fallen due but payment has not been made or if the Buyer (being a Company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law the Firm has

9.2.1 a lien on the Goods so long as the Firm is in possession of them

9.2.2 a right of stoppage in transit

9.2.3 a right of resale

9.3 For the avoidance of doubt it is hereby declared that nothing in this clause shall affect the rights given to the Firm by ss.38-48 of the Sale of Goods Act 1979.

10. INSPECTION/SHORTAGES

10.1 The Buyer is under a duty to inspect the Goods forthwith on delivery and satisfy himself as to the due performance of Services forthwith after supply.

10.2 The Firm shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with, and, in any event will be under no liability if a written complaint is not delivered to the Firm within 7 days of delivery or supply detailing the alleged defect or shortage.

10.3 In all cases where defects or shortages in respect of Goods are complained of the Firm shall be under no liability in respect thereof unless an opportunity to inspect the Goods is given to the Firm before any use is made thereof or any alteration or modification is made thereto by the Buyer.

10.4 Subject to clauses 10.2 and 10.3 the Firm shall make good any defect or shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonably able to do so, but otherwise shall be under no liability whatsoever or howsoever arising from such defect, shortage or damage.

10.5 Subject to clause 10.4 the Firm shall remedy any defect in the supply of Services as soon as it is reasonably able to do so but otherwise shall be under no liability whatsoever or howsoever arising from such defect

11. WARRANTY

11.1 No representation or warranty is given as to the suitability or fitness of the Goods or Services for any particular purpose and the Buyer shall satisfy himself in this respect and shall be totally responsible therefor

11.2 If the Goods are in such a state or the Services so defectively supplied as would but for this condition entitle the Buyer to repudiate the contract and/or claim damages from the Firm the Firm reserves the right to repair or replace the Goods or perform the Services (or the relevant part thereof) again.

12. LIABILITY

12.1 Introduction

12.1.1 Nothing in clause 12 shall be deemed to exclude or restrict the Firm's liability for death or personal injury resulting from negligence.

12.1.2 Each of the sub-clauses in clause 12 is to be treated as separate and independent

12.1.3 The Firm is willing to undertake liability additional to that provided by this clause in exchange for a higher price

12.2 EXCLUSION

12.2.1 Clause 12.2 only covers defects caused by faulty design, manufacture, materials or workmanship. It does not cover defects caused by abnormal use, misuse or neglect.

12.2.2 The Firm agrees that if any defect covered by clause 12.2 is discovered during the period of three months commencing with the date of delivery or supply, the Firm will remedy any defect at its own expense or, in the case of Goods if it chooses to do so, replace them.

12.2.3 The Buyer cannot claim the benefit of this clause unless

- he informs the Firm of the relevant defect in writing within 7 working days of discovering it; and

- in the case of Goods he returns the Goods to the Firm at his own expense

12.2.4 The risk of accidental loss whilst the Goods are being returned will be borne by the Buyer

12.2.5 In consideration for receiving the benefit of this clause, the Buyer agrees that, apart from those terms set out in clause 10 and 11, all other terms, whether conditions, warranties or innominate terms, express or implied, statutory or otherwise, are excluded from the contract between the Firm and the Buyer to the extent permitted by law (except where the Buyer deals as consumer within section 12 of the Unfair Contract Terms Act 1977 when the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 shall be implied into the contract).

1.2.3 Exclusion of Consequential Loss

The Firm shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Firm's negligence). Non-exhaustive illustrations of consequential or indirect loss would be

- loss of profits

- loss of contracts

- damage to property of the Buyer or anyone else, and

- personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Firm's negligence)

12.4 Limitation

The Firm's total liability for any one claim or for the total of all claims arising from any one act or default of the Firm (whether arising from the Firm's negligence or otherwise) shall not exceed £1000 or the contract price whichever is the greater.

13. FORCE MAJEURE

13.1 The Firm shall not be liable for any failure to deliver the Goods or perform the Services arising from circumstances outside the Firm's control.

13.2 Non-exhaustive illustrations of such circumstances would be act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations (UK or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.

13.3 Should the Firm be prevented from delivering the Goods or performing the Services in the above circumstances, it shall give the Buyer written notice of this fact as soon as reasonably practicable after discovering it.

13.4 If the circumstances preventing delivery of the Goods or performing the Services are still continuing three months after the Buyer receives the Firm's notice, then either party may give written notice to the other cancelling the contract.

13.5 If the contract is cancelled in this way, the Firm will refund any payment which the Buyer has already made on account of the price (subject to deduction of any amount the Firm is entitled to claim from the Buyer) but the Firm will not be liable to compensate the Buyer for any further loss or damage caused by the failure to deliver the Goods or perform the Services.

14. SALES PROMOTION DOCUMENTATION

14.1 Whilst the Firm takes every precaution in the preparation of its catalogue, technical circulars, price lists and its other literature, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Firm and the Firm shall not be bound thereby.

15. NOTICES

15.1 Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified overleaf or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

16. ASSIGNMENT

16.1 Neither the Firm nor the Buyer shall assign or purport to assign or transfer the contract or the benefits thereof to any other person without prior written consent of the other.

17. PROPER LAW AND JURISDICTION

17.1 The Contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.

18. HEADINGS

18.1 The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof