

## **Tosca and Willoughby Limited** **Terms and Conditions of Sale**

### **Basis of Sale**

Items are offered subject to availability. Tosca and Willoughby Limited reserve the right to alter the specification and selling price of any item at any time.

The customer must assure himself that the goods as described and ordered are suitable for the purpose to which he wishes them put. Tosca and Willoughby cannot be responsible for errors or inaccuracies in manufacturers or suppliers literature or specifications.

The customer is responsible for the care of the goods, the Tosca and Willoughby 'Care of your Wooden Seat' instructions must be followed.

Tosca and Willoughby Limited employees are not authorised to make representations as to the life or wear of the goods supplied to their suitability for any particular purpose or for use under any specific conditions. Tosca and Willoughby Limited hereby exclude any oral representations.

### **Cancellations**

Tosca and Willoughby Limited reserves the right not to accept any cancellation of any order by a customer. If cancellation is accepted then Tosca and Willoughby Limited reserves the right to impose, at its sole discretion, a cancellation or restocking charge which shall be payable on demand, or deducted from any refund.

The ownership of goods supplied by Tosca and Willoughby Limited shall be retained by them and not passed to the customer until paid for in full. On demand, in writing, goods that have not been paid for in full shall be returned to Tosca and Willoughby Limited in unused, as new condition and complete in their original packaging.

### **Returns**

Up to 28 days faulty goods can be returned in unused, as new condition and complete in their original packaging and either a replacement will be issued or monies refunded in full less any carriage costs.

Up to 3 months faulty goods will be replaced, repaired or refunded at our discretion.

Should the goods have been used or soiled they will be repaired under warranty up to 2 years. After that they will be repaired at an agreed cost and at our discretion.

Please contact us prior to returning goods to make necessary arrangements.

Goods purchased via a showroom, please contact your showroom and follow the return procedures advised.

These conditions do not affect your statutory rights.

### Late Payments

Interest on late payment of invoices; 7.5% over Bank of England base rate will be added to invoices the day after the due date and cumulatively monthly thereafter until paid.

### Claims and Liability

Claims relating to shortages, damaged goods, faulty goods or incorrect deliveries should be made immediately – or at the latest within five days of collection or delivery.

Under no circumstances will claims be entertained where the goods have been installed by the customer or his agent or the condition complained of results directly or indirectly from the customer's actions. In the event that a seat has been used claims for cosmetic damage or any condition or defect that would have been apparent on installation will not be accepted.

If Tosca and Willoughby Limited should agree to exchange goods in any circumstances it shall not in any event be liable for the removal or replacement costs relating to such goods.

The liability of Tosca and Willoughby Limited is limited to the replacement of the items in question. Claims for consequential damage will not be entertained nor will the costs of carriage or delivery.

Items left in the care of Tosca and Willoughby Limited after notice of availability for collection is left absolutely at customer's risk.

### Specials

Antique or pre-used items are sold as seen. We cannot guarantee any non ferrous metals against tarnish or ferrous metals against oxidation.

Special order items of any sort are payable 100% with order and are absolutely unrefundable.

### Footnote

No employees' of Tosca and Willoughby Limited has the authority to vary these conditions of sale.