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Sales: 01372 575 005
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Order Reference

# NORDEN Kitchens
# (Part of Norden Heating & Plumbing Supplies Ltd)

## Terms and Conditions of Sale (August 2024)

These terms and conditions are applicable to all sales and supplies of goods and services by Norden Kitchens.

1. **100% payment is due at the time of order if the order is below £10,000. If the order is above £10,000 then 50% deposit will be taken and the balance 2 weeks prior to delivery.**
2. **The customer shall accept delivery of the goods within 14 days of notification that the goods are available for delivery.**
3. **On receipt of delivery, goods can be signed for as 'unchecked'. However, all goods must be checked within 72 hours of delivery. Please report any shortages or damages within this time. Norden Kitchens will of course investigate any issues, but will take no responsibility of issues outside of this time period.**
4. **If delivery of the goods is delayed at the request of the customer; the customer will pay all costs of storage. Goods will be transported to an alternative location at a cost of £300 +VAT per month.**
5. **Items which are deemed unsuitable or not required may be returned if in resalable condition with a 25% restocking charge pending manufacturers inspections.**
6. **Items made to order are non-returnable and non-refundable.**
7. **Whilst every effort will be made to comply with delivery dates confirmed by the manufacturer, Norden Bathroom/Tiles can accept no liability whatsoever for any such delays.**
8. **Goods that have an alleged manufacturer's fault are subject to inspection before a refund is processed.**
9. **If we are making the product to measurements you have given us, you are responsible for ensuring that these measurements are correct. We are not responsible for any extra costs incurred by you as a result of incorrect or incomplete measurements supplied by you. All dimensions specified by us on plans are approximate and subject to on site verification by your installer.**
10. **You must ensure that your chosen fitter checks that the measurements, the planned layout, quantities and specification of the products are correct before the order is finalised. We cannot accept responsibility for any damage or any failure to comply with relevant gas, water or electricity regulations, caused by installation errors.**
11. **Pallets, boxing and packaging are required by the manufacturer to transport the goods in a safe and in good condition. It is the customer's responsibility to dispose of these items after delivery.**

12. All orders are accepted on the express basis that prices payable for goods supplied by Norden Kitchens will be those ruling at the date of dispatch. All prices are expressly stated to be exclusive of VAT at the current rate. All goods will be invoiced accordingly.
13. All goods shall be at the customer's sole risk from the time of collection on Norden Kitchen's premises or if delivery is made by Norden Kitchens from the time of delivery to the customer's address or invoice delivery location as appropriate.
14. Notwithstanding the provisions of paragraph 6 above, the Legal & Equitable title in all goods shall remain with Norden Kitchens until payment has been received in full by Norden Kitchens for the same. Without prejudice to any other rights with Norden Kitchens may have or which may arise, Norden Kitchens shall be entitled to terminate the contract to sell the goods and/or repossess them without notice to the customer at any time before payment in full has been received and whether or not payment has become due or any credit allowed has expired. Access shall be afforded at all reasonable times to Norden Kitchens' representatives to any premises where goods shall be stored, situated or located for the purpose of repossessing such goods and all reasonable assistance shall be given to Norden Kitchens in removing the same. Notwithstanding the above until payment is made in full by the customer, the customer may use, sell or otherwise deal with the goods in the normal course of business. Any sales by such customer will constitute a sale of Norden Kitchen's property and it will be the customer's responsibility to forthwith account to Norden Kitchens for the proceeds of sale up to the total price of the goods outstanding and pending such accounting the customers will hold the proceeds of sale on Trust of Norden Kitchens.
15. Norden Kitchens reserves the right to cancel or to suspend this Contract without incurring any liability whatsoever where compliance with the Contract has been rendered impossible by circumstances beyond Norden Kitchen's control. Such circumstances include but are not exclusively contained within the following list: Strike, lock-ups, fire, breakdown of machinery, act of god, acts of omissions of Government or other Authorities.
16. This Contract and these Conditions are construed to take effect in accordance with English Law and it is declared that this Contract is found by English Law.
17. All materials, specifications, colours and prices shown in Norden Kitchen's price lists may be subject to alteration at any time. Norden Kitchens reserves the right to withdraw products without notice and customers are expressly advised that all goods shown in Norden Kitchen's price lists are offered subject to being unsold.
18. The Company, not being manufacturers, is compelled to stipulate that they cannot accept any responsibility for consequential damage in the event of failure of the goods for any reason whatsoever. The goods are sold with the benefit of any express guarantee which may be given by the manufacturers but subject thereto all conditions and warranties whether statutory or otherwise are expressly excluded.
19. Where goods have been ordered from customer's own measurements, Norden Kitchens cannot be held responsible for their accuracy.

These conditions will apply to all orders for goods placed with Norden Kitchens notwithstanding anything to the contrary which may be contained in the customer's documentation, communication or order form. No variation of these conditions will be of any effect unless expressly agreed and authorized by Norden Kitchens in writing.
It is the responsibility of the customers to thoroughly check the quote and acknowledgment (before committing to the purchase), in particular, the product finish and handing.
The Customer must the complete the below after reading the T&C's:

Date _____ Name _____ Signature _____

THANK YOU FOR SHOPPING AT NORDEN KITCHENS

*In association with:*
*Norden Heating & Plumbing Supplies Ltd, Units 1-4 Nonsuch Industrial Estate, Kiln Lane, Epsom, KT17 1DH*
*Registered in England. No: 6223481 Directors: D. S. Norden, C. S. Norden, J. F. Henderson-Smith*