

In the following **CONDITIONS OF SALE**, definitions apply as follows,

“The company” & “Aromabath” mean J.P.Distributors Ltd, trading as “Aromabath”.

“The customer” means the person(s), firm or company with whom “Aromabath” has entered into the contract of sale or their appointed agent.

“The goods/services” means the goods and/or services sold or agreed to be sold by “Aromabath” to the customer.

1) Prices Unless specified to the contrary, quotations made by the company are without obligation and are subject to alteration without prior notice. The company's invoice shall be raised at price(s) ruling at the date of delivery/despatch

2) Specifications Manufacturers reserve the right to maintain continual product development and specifications are therefore subject to alteration without notice. Due to the diversity of product ranges, manufacturers and manufacturing materials used (some of which may vary from manufacturer's batch to batch) the company cannot guarantee perfection of colour-matching nor accept any responsibility for minor variations of colour or texture.

3) Consignments The company reserves the right to supply the goods in one or more consignments (unless expressly agreed otherwise) and each consignment shall be paid for separately in accordance with payment terms agreed, in default of which (without prejudice to other rights or remedies) the company shall be entitled to withhold further supplies.

4) Condition of goods The company shall check the condition of all goods prior to delivery/despatch and provide protection against damage in transit. The customer shall be responsible for receiving and checking the goods in the presence of the carrier.

5) Damaged Goods/Shortages Unless the carrier's receipt is endorsed accordingly and the company advised immediately of any damage in transit or shortages, the customer shall be responsible for payment in full for the goods. The company cannot be held responsible for any damages or shortages claimed after delivery when the goods are in the customer's premises and ownership.

6) Loss in transit In the event of the company despatching the goods by haulier, the customer shall be responsible for payment in full for the goods unless notice of non-arrival is given to the company within 3 days of the date of despatch advised by the company.

7) Delivery Promises Any undertaking by the company to deliver the goods by a specified date or to an address other than the customer's current normal address shall be deemed to be made in good faith. Failure to comply with such stipulations shall not entitle the customer to refuse delivery offered after such date, treat the contract as repudiated or claim damages or compensation for later delivery

8) Collection In the case of any goods being collected by the customer from company premises, the customer shall be responsible for checking the goods at the point of collection and the company shall not be responsible for any claims for damage or shortage after the collection has been made.

9) Payment Terms Unless expressly agreed in writing by an authorised representative of the company—and with the specific exception of “Whirlpool”/“Airspa” systems (where different terms apply) - payment in full of the total price shall be made to the company by the customer in stages – minimum 50% deposit with order, interim stage payments at the customer's discretion and balance prior to, or by arrangement with the company, upon delivery on a “cash on delivery” basis.

10) Title of goods Ownership of goods does not pass from the company to the customer until payment in full of the total price (including V.A.T) has been made to the company.

11) Installations Installers, if introduced by the company, are by way of referral only and are not empowered to represent the company in any way. Contractual fitting arrangements are between customer and installer with no responsibility on behalf of the company. The customer shall be responsible for determining the competence of installers and observance of manufacturers' fitting instructions. In the event of the company being called upon to undertake remedial work to any incorrectly installed product, the customer shall be responsible for payment of any additional charge the company may reasonably levy.

12) Guarantee The Company undertakes to use its best endeavours to provide the goods in perfect condition. In the event of goods being defective in manufacture, the company will secure the benefit of any guarantee given by the manufacturer provided that notification of such defect has been given to the company within 2 days of receipt of the goods by the customer and the alleged defect is not “damage in transit” (see clauses 4, 5 & 8).

13) Liability & Indemnity Goods are not sold as being fit for any particular purpose and it shall be the responsibility of the customer to use the goods in accordance with any relevant regulations, codes of practice & safety considerations. The customer shall indemnify the company against any claim by a third party in respect of loss or damage to property (however caused) arising from the use of (or otherwise in connection with) the goods. The company shall not in any circumstances be liable for any costs or consequential damage arising from any such claim, nor any consequential loss whatsoever.

14) Cancellation Except where the customer has asked for earlier than usual delivery timescale, the customer shall be entitled to cancel this contract without penalty provided that notification of cancellation is received by the company within 3 days of the date hereof and the customer's deposit shall be refunded less any nominal charge reasonably deducted for administration costs. After 3 days of the date hereof, the contract is not subject to cancellation and the deposit shall not be refunded

“Whirlpool”/“Airspa” and goods made to special order are not cancellable in any circumstances.

The company reserves the right to cancel the contract at any time.

15) Returned goods Goods may only be returned for credit after receiving written agreement from the company. Cancelled orders will be subject to a fixed charge of 25%. Damaged goods will not be accepted.

16) Statutory rights These conditions of sale are intended to cater for the best interests of both the company and the customer in a business transaction and shall not in any way prejudice the statutory consumer rights of the customer, who shall be bound by the conditions of sale only in so far as they are consistent with such statutory rights.