

# MIMEA UK LTD T/AS AMBIANCE BAIN

## STANDARD TERMS AND CONDITIONS

### 1. Interpretation

1.2 In these terms and conditions the following words have the following meanings:

Word	Meaning
"Buyer"	the person(s) or company whose order for the goods is accepted by the Company.
"Company"	Mimea UK Limited trading as Ambiance Bain.
"Delivery Point"	the place where delivery of the Goods is to take place under condition 4.
"Goods"	any goods which the Company is to supply to the Buyer (including any of them or any part of them).
"Contract"	any contract between the Company and the Buyer for the sale and purchase of the Goods.

1.3 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

### 2. Formation and incorporation

- 2.1 Subject to any variation under condition 2.4, the Contract will be on these terms and conditions set out below and over leaf to the exclusion of all other terms and conditions (including any terms or conditions which apply the Buyer purports to under any purchase order, confirmation of order or similar document).
- 2.2 The Company shall open a customer account on receipt from the Buyer of an original duly completed account opening form signed by an authorised representative of the Buyer, together with details of the Buyer's paying bank which has been accepted by the Company, such acceptance having been received by the Buyer.
- 2.3 Each order for Goods by the Buyer from the Company must be in writing stating the exact reference, together with an accurate drawing and shall be deemed to be an offer by the Buyer to purchase goods subject to these terms and conditions.
- 2.4 No terms or conditions endorsed upon, delivered with, or contained in the Buyer's order, specification or similar document will form part of this Contract simply as a result of a reference to such document being referred to in this Contract.
- 2.5 The Buyer's order for the Goods shall only be accepted by the Company on written confirmation of the order from an authorised representative of the Company.
- 2.6 Any variation to these terms and conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.
- 2.7 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these terms and conditions.
- 2.8 The Buyer must ensure that the terms of its order, together with any applicable specification, and order confirmations from the Company are complete and accurate.
- 2.9 Any quotation is given on the basis that no Contract will come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date provided the Company has not previously withdrawn it.
- 2.10 No order which the Company has accepted may be altered or cancelled by the Buyer unless immediately notified to the Company in writing after receipt of confirmation of the order or with the written agreement of the Company and on terms that the Buyer shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses suffered or incurred by the Company as a result of such alteration or cancellation.

### 3. Description

- 3.1 The description of the Goods shall be as set out in the Company's sales literature current at the date of the Buyer's order.
- 3.2 All drawings, descriptive matter, specifications, dimensions, and advertising issued by the Company, or the manufacturer of the Goods and any descriptions or illustrations contained in the Company's or manufacturer's catalogues, or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract.
- 3.3 The Company may make any changes to the specification, dimensions, design, materials or finishes of the Goods which

are required to conform with any applicable safety or other statutory requirements.

- 3.4 The Company may vary the specification or design of any Goods or withdraw any Goods without constituting a breach of contract or imposing any liability upon the Company.

### 4. Delivery

- 4.1 The Goods shall only be delivered to the Buyer's normal place of business. The Company shall pay the cost of carriage in respect of orders for at least the current minimum order value published in the Companies prevailing sales literature. In other cases, the Buyer shall pay the cost of carriage.
- 4.2 The Goods shall be delivered by such means as the Company thinks fit unless the Buyer has specified in its order the details of the contract with a carrier which it reasonably requires, and the Company agrees in writing having regard to the nature of the Goods and the other circumstances of the case.
- 4.3 Delivery of the Goods shall be accepted at the times stated in the Company's account form.
- 4.4 Any dates specified by the Company for delivery of the Goods are approximate only and may not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 4.5 Subject to the other provisions of these terms and conditions, the Company will not be liable for any loss (including loss of profit), costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor unless such delay exceeds 180 days will any delay entitle the Buyer to terminate or rescind the Contract.
- 4.6 If the Buyer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licenses, or authorisations required to enable the Goods to be delivered on time (except because of the Company's fault) the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may:
- 4.6.1 Store or arrange for the storage of the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage, and insurance); and/or
- 4.6.2 Following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract.
- 4.7 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for off-loading the Goods.
- 4.8 The Buyer will indemnify the Company against any liability and expense (whether arising under statute or common law) caused by the Buyer's failure to provide appropriate equipment and manual labour for offloading (whether the off-loading is supervised by or on behalf of the Buyer) for:
- 4.8.1 Any personal injury to or death of any of the Company's employees, agents, or sub-contractors or any third party; and
- 4.8.2 Any damage to or loss of any property of the Company, its employees, agents, or sub-contractors or any third party.

### 5. Non-delivery

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer states otherwise on the delivery note at the time of delivery.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 48 hours of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 5.4 A signature of qualified acceptance on a carrier's delivery note shall not be written notice to the Company for the purpose of these terms and conditions.

## **6. Force majeure**

- 6.1 The Company shall not be liable to the Buyer in any manner or be deemed to be in breach of this Contract (subject to condition 11) because of any delay in performing or any failure to perform any of the Company's obligations under this Contract if the delay or failure was due to any cause beyond the Company's reasonable control.
- 6.2 Without prejudice to the generality of condition 6.1 the following shall be included as causes beyond the Company's reasonable control:
  - 6.2.1 Governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage, or requisition.
  - 6.2.2 Act of God, fire, explosion, flood, extreme weather, epidemic or accident.
  - 6.2.3 Import or export regulations or embargoes.
  - 6.2.4 Labour disputes not including disputes involving the Company's workforce; or
  - 6.2.5 Inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery, or labour.

## **7. Risk/Ownership**

- 7.1 Risk of damage to or loss of Goods shall pass to the Buyer upon delivery to the Buyer and the Buyer shall be responsible for insuring the Goods from this point in time.
- 7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 7.2.1 The Goods; and
  - 7.2.2 All other sums which are, or which become due to the Company from the Buyer on any account.
- 7.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
  - 7.3.1 Hold the Goods on a fiduciary basis as the Company's bailee.
  - 7.3.2 Store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property.
  - 7.3.2 Not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods.
  - 7.3.3 Maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
  - 7.3.4 Hold the proceeds of the insurance referred to in condition 7.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 7.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
  - 7.4.1 Any sale shall be affected in the ordinary course of the Buyer's business at full market value and the Buyer shall account to the Company; accordingly, and
  - 7.4.2 Any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
  - 7.4.3 The proceeds of any such sale shall be paid into a separate bank account and held by the Buyer on trust for the Company.
- 7.5 Where the Company is unable to determine whether any goods are the Goods, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 7.6 The Buyer shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.7 The Buyer grants the Company, its agents, and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.8 Where the Buyer fails to pay all sums due pursuant to Condition 7.2 or becomes insolvent within the meaning of Conditions 12.1 and 12.2, without prejudice to any other rights and remedies of the company, the Buyer must not resell or part with possession of any of the Goods and the Company may withhold delivery of any undelivered Goods or Goods in transit.
- 7.9 Unless the Company at its sole discretion determines otherwise, any Contract shall continue notwithstanding the exercise by the Company of any of its rights under this Condition 7.

## **8. Price**

- 8.1 The price for the Goods shall be the current price list at time of placing order.
- 8.2 The price for the Goods is exclusive of any value added tax or any other applicable tax which the Buyer shall pay in addition when it is due to pay for the Goods.

## **9. Payment**

- 9.1 The Company reserves the right to demand payment before delivery. Otherwise, the Company shall invoice the Buyer for the Goods at a reasonable time after delivery.
- 9.2 Payment of the price for the Goods is due on the last working day of the month following the month in which the Goods are delivered.
- 9.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.4 All payments payable to the Company under this Contract shall become due immediately upon termination of this Contract despite any other provision.
- 9.5 The Buyer shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 9.6 The Company may appropriate any payment made by the Buyer to the Company to such of the Goods as the Company thinks fit despite any purported appropriation by the Buyer.
- 9.7 If the Buyer fails to make any payment under this Contract on the due date, then (without prejudice to its other rights and remedies) the Company may
  - 9.7.1 Charge the Buyer interest (both before and after judgement) on the amount unpaid at the annual rate of 4% above National Westminster Bank Plc's base rate from time to time until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).
  - 9.7.2 Cancel or suspend the completion of other Contracts; and
  - 9.7.3 Demand payment of all outstanding invoices which shall immediately become due.
- 9.8 Without prejudice to Section 9.7, if the Company is forced to resort to debt collection procedures in order to recover the amount unpaid by the Buyer, the Company reserves the right to charge the Buyer all the costs and expenses (including without limitation legal fees) incurred in recovering that amount.
- 9.9 The Supplier will be entitled to perform or make delivery of Services and/or Goods by instalments and to invoice the Customer for each instalment performed or despatched. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

## **10. Warranty and limitation of liability**

- 10.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 10.2 The Company warrants that (subject to the other provisions of these terms and conditions) upon delivery the Goods will, and for a period of 1 year, extended to 10 years upon completion of the relevant warranty registration form from the date of delivery, be of satisfactory quality within the meaning of the Sale of Goods Act 1994. In respect of silver plating on mirrors and items not manufactured by ourselves or electrical items, this period shall be reduced to 1 year.
- 10.3 The Company shall not be liable for a breach of the warranty in condition 10.2 unless:
  - 10.3.1 The Buyer gives written notice of the defect in clear terms to the Company by registered letter and, if the defect is as a result of damage in transit, to the carrier within two days of the date of delivery where the defect would be apparent to the Buyer upon a reasonable inspection; and
  - 10.3.2 The Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (only if asked to do so in writing by the Company) returns such Goods to the Company's place of business for the examination to take place there.
- 10.4 The Company shall not be liable for a breach of the warranty in condition 10.2 if:
  - 10.4.1 The defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - 10.4.2 The Buyer alters or repairs such Goods without the written consent of the Company; or
  - 10.4.3 The defect in such Goods arises from any design defect in any drawing, design or specification supplied or approved by the Buyer.
- 10.5 If the Buyer makes a valid claim against the Company based on a defect in the quality of the Goods, the Company's only liability shall be at its option to repair or replace such Goods (or

the defective part) or refund the price of such Goods at the pro-rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company.

- 10.6 Any Goods replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms and conditions for the unexpired portion of the periods set out in condition 10.2.
- 10.7 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract.
- 10.8 Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation. THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITIONS 10.9 and 10.10
- 10.9 Subject to conditions 10.7 and 10.8 the Company shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Company, its employees, agents or sub-contractors) which arise out of or in connection with the Contract.
- 10.10 The Buyer shall indemnify the Company against all liability, actions, proceedings, costs, claims, damages, or demands in any way connected with this Contract brought or threatened to be brought against the Company by any third party except to the extent the Company is liable to the Buyer in accordance with these terms and conditions.

## 11. Termination

- 11.1 The Contract will terminate immediately upon the happening of any one or more of the following events; the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver, manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.
- 11.2 The Contract will terminate immediately upon service of written notice of termination by the Company on the Buyer on the happening of any one or more of the following; the Buyer suffers or allows any execution whether legal or equitable to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations or duties under the Contract or any other contract between the Company and the Buyer or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade.
- 11.3 The Company's rights contained in condition 7 (but not the Buyer's rights) shall continue beyond the discharge of the Buyer's and the Company's primary obligations under the Contract consequent upon its termination.
- 11.4 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either the Buyer or the Company accrued prior to termination.

## 12. General

- 12.1 The Buyer shall not be allowed to use the AMBIANCE BAIN brand name, images or logos in their catalogues, mailshots, exhibitions, websites or other promotional or marketing material without the prior written consent of the Company.
- 12.2 Time for performance of all obligations of the Buyer is of the essence.
- 12.3 Each right or remedy of the Company under this Contract is without prejudice to any other right or remedy of the Company whether under this Contract or not.
- 12.4 Any provision of this Contract which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the other provisions

of this Contract and the remainder of such provision shall not be affected.

- 12.5 Failure by the Company to enforce or partially enforce any provision of this Contract now or at any time in the past or future will not be construed as a waiver of any of its rights under this Contract.
- 12.6 The Company may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Buyer's consent.
- 12.7 This Contract is personal to the Buyer who may not assign, license or sub-contract all or any of its rights or obligations under this Contract without the Company's prior written consent.
- 12.8 The formation, construction, performance, validity, and all aspects of this Contract are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

## 13. Communication

- 13.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first-class post.
- 13.1.1 (in case of communications to the Company) to its trading address or such changed address as shall be notified to the Buyer by the Company; or
- 13.1.2 (in the case of the communications to the Buyer) to the registered office or trading address of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract, or such other address as shall be notified to the Company by the Buyer.
- 13.2 Communications shall be deemed to have been received: -
- 13.2.1 If sent by pre-paid first-class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting).
- 13.2.2 If delivered by hand, on the day of delivery.

## AMBIANCE BAIN TERMS & CONDITIONS

1. All units are delivered rigidly assembled using a glue and dowel construction method.
2. All units are manufactured using high density melamine particle or fibre board (650kg/M<sup>3</sup>).
3. Unit backs are made of matching high-density melamine particle board (650kg/M<sup>3</sup>). They are removable in basin units to allow for plumbing.
4. Ambiance Bain furniture is manufactured from several different board and foil materials, which are sourced from varying eco-friendly European suppliers. Whilst every effort is made to find materials with matching colour and grain patterns it is inevitable that there will be some shade and pattern differences between different materials advertised as the same colour. Curved laminate doors and facias will have a visible hand finished 'joint line' where the 2 opposing sheets of laminate meet at the top & bottom edge of the fascia. This is part of the normal manufacturing process. Wood grain pattern orientations may differ on tall units and bath panels due to the dimensional limitations of the raw materials used. All doors, drawers and facias are made independently. No grain patterns or designs continue from one fascia to another, in any direction, on any Ambiance Bain units. Every Ambiance Bain retailer has samples of all material finishes available for perusal and approval. Please ensure that you are happy with any and all colour, grain and shade matches prior to ordering any furniture.
5. We recommend the use of a super-slim sealing trap (SSTRAP/ SSTRAPK) with all basin unit designs to optimise the use of the available space and drawers.
6. All units are supplied with 2-way adjustable wall hanging brackets.
7. Basin and shaped unit shelves are made from high density melamine particle board to enable cut outs for plumbing if required. All other units have 5mm glass shelves with adjustable height positions.
8. All doors are fitted with the latest 3 direction adjustable BLUM® soft close hinges.
9. All drawers are fitted with the latest 3 direction adjustable BLUM®, fully opening, metal drawer boxes and soft close runners.
10. All units are available undrilled for handles on request.
11. As indicated, wall hung WC units include a specially designed, in collaboration with GEBERIT, a super strong support frame with integral dual flush cistern.
12. When a furniture run includes an ISEO, DBA, BRC, BPC unit or reduces in depth one overall length of plinth will be supplied to be fitted at the reduced depth position. Please note leg positions may need to be adjusted to suit, prior to installation.
13. All mirrors can have slight imperfections in size, surface flatness, slight blemishes and small scratches. These are part of the

- tolerances within the mirror manufacturing process and cannot be exchanged or refunded under the guarantee policy.
14. All lights include relevant WEEE recycling charge.
  15. SMO™ is a cast material made from natural calcium carbonate and polyester resin. It is coloured using organic powder pigments and baked to 80° Celsius to ensure stability. It is coated with a surface Gel coat during its manufacture and can be cut or drilled using normal woodworking tools and a jigsaw with fine tooth sharp blade. SMO™ is a hand moulded product that will have slight imperfections in size, flatness, dimples, and some shade variations between pieces. High gloss surfaces will show light circular polishing marks in direct lighting. This is all part of the tolerances of this modern moulded material and cannot be exchanged or refunded under the guarantee policy.
  16. All SMO™ basins will be supplied with one tap hole unless specified or ordered without.
  17. All SMO™ shower trays can be ordered with an anti-slip coating at an extra cost. This process may alter the shade slightly.
  18. Some SMO™ basins are designed without overflow. They must either be fitted with a free flow waste or a CLOU hidden overflow system.
  19. All items are adequately packaged, including shrink-wrap with corner and edge protection where necessary.
  20. All dimensions are given in cm or mms, exclude handles and are supplied as a guide only. Any critical measurements can only be verified with the actual product supplied due to normal manufacturing tolerances.
  21. In the interest of constant product development, we reserve the right to change or delete any and all colours, finishes and technical characteristics of our products at any time and without notice.
  22. All photos and colour charts are reproduced as accurately as the printing process will allow but they are non-contractual and may differ from the actual products supplied.

## ORDERING

It is imperative that all sizes, dimensions, and product selections are confirmed prior to placing any order for Ambiance Bain products. Due to modern computer controlled industrial manufacturing systems, once confirmed by order acknowledgement, the unit sizes, colours and any other specification cannot be altered or cancelled under any circumstances. Ambiance Bain will supply your units to the original order and specification supplied. No liability can be taken for any ordered units or handles fitting and working in any specific room or layout. This is the responsibility of the layout designer and retailer. Ambiance Bain makes every effort to supply all goods within normal lead times. However, any specified delivery date is approximate and forms no part of any contract.

## RETURNS

All Ambiance Bain products are made to order; therefore, we are unable to accept returns. This does not affect your rights regarding damaged or faulty goods.

## DELIVERY

Delivery costs are included for all furniture and shower tray orders. For lower value ancillary items for example handles, a delivery charge may apply calculated according to the delivery address.

## STORAGE

Should it be necessary to store our products before installation, you must ensure Shower Trays and Wall Panels are ideally stored flat. If space doesn't permit this, they should be carefully stored in a vertical position, with the longest side laid against the floor.

## GUARANTEE

We guarantee all Ambiance Bain units for 1 year, extended to 10 years upon completion and registration of the online guarantee form (1 year maximum applies to all electrical items, mirrors, WC frames, cisterns, bath panels and ancillary items not manufactured by ourselves) against all manufacturing defects acknowledged by our company when used in a domestic situation and within our care and installation guidelines.

All bathroom furniture will deteriorate through excessive water spillage or heavy condensation. We do not guarantee any units fitted within a bathroom that is not well ventilated and fitted with a time delayed or humidistat-controlled extractor fan. All furniture must be protected with shower/bath enclosures and all exposed parts must be dried off with a suitable cloth/towel after being used.

Products must be installed and cared for in line with our latest guidelines, local water bylaws and any other relevant regulations. The

guarantee does not apply to any products that have been misused, abused, or installed outside of our installation guidelines, detailed below. In the unlikely event that the product fails within the guarantee period, we will provide a replacement part (or nearest currently available equivalent). Liability is limited to individual products and does not cover any consequential loss/damage or any further fitting/refitting costs or financial compensation. The customer will be required to pay for the installation cost of any replacement parts.

## INSTALLATION & MAINTENANCE

All items must be inspected for any incorrect ordering, transit damage or manufacturing faults before removing existing services in the bathroom as any replacement parts required will inevitably require remanufacture and transportation from our continental factories, which will involve unavoidable time delays.

Whilst Ambiance Bain make every effort to supply perfect goods within normal delivery lead times, we will not be held responsible for any delayed or incomplete installation costs or inconvenience caused.

Installation of any Ambiance Bain products will be considered as acceptance of the specification, quality, and finish of the said merchandise by the consumer.

It is imperative that your Ambiance Bain units are installed by a qualified professional bathroom installer. Not being able to prove this at time of claim will invalidate your guarantee. All electrical items must be tested prior to installation as liability is limited to replacement items only.

We do not recommend the use of any chemical cleaning or other products with our furniture. We only recommend the use of mild soapy water and a soft lint free cloth.

Suitable silicone type seals must be put in place to protect all worktop, mirror, and unit edges from water ingress. N.B. Mirrors require a special mirror safe sealant as normal silicone sealant will damage the silvering on the rear of mirrors.

If you or your installer has any installation queries that can't be answered from our website, prior to commencing the installation, please contact our sales office on;

01925 852675    sales@ambiancebain.com

## CONTRACT SALES

### 1. Contract Quotations

Pricing for contract quotations will be valid for 3 months from date of issue. If the order is to be placed after this period, please check that the pricing is still current.

### 2. Contract pricing

Should a contract run more than 6 months, we reserve the right to increase prices should there be large raw material increases. We will endeavour to mitigate this by discussing options at the start of the contract, for example, phased pricing.

### 3. Cancellations

Contract products are made to order and may differ from our retail range. Once an order is in production, it cannot be cancelled or amended. Should an unforeseen event lead to the cancellation of an order in production, we will do whatever we can to minimise associated costs, but the buyer will be liable for purchasing several units up to and including the total order quantity.

### 4. Storage

Based on the required agreed delivery date quoted at point of order, Ambiance Bain will manufacture and delivery the ordered products to the agreed location. Should there be a subsequent delay in requiring the ordered products, the buyer will take ownership of storing the products in a safe environment. Ambiance Bain can offer limited storage facilities for up to 1 month in duration. This is a chargeable service, based on per pallet per week. Current prices to be confirmed upon request.

### 5. Delivery

Delivery is free of charge for the buyer to a nominated merchant address. Direct to site deliveries can be quoted for upon request.

### 6. Returns

At the time of delivery, the quantity of product must be checked and signed for. Any shortages must be noted on the delivery note. Subsequent claims will not be accepted. The buyer or appointed representative has 48 hours to advise Ambiance Bain of any damages. Once accepted, these will be replaced as quickly as possible, bearing in mind the products are made to order.

## AMBIANCE BAIN

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