

Terms & Conditions

In these conditions Ecodecor is referred to as the Seller. The Purchaser is any person, company or firm to whom goods or services are supplied by the Seller.

1. Formation of Contract

- I. Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller, and if so accepted, will only be accepted upon these conditions (hereafter referred to as the 'Conditions') and by means of the Seller's standard order acknowledgement form.
- II. Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereafter referred to in these conditions as an 'order'.
- III. These conditions shall override any contrary different or additional terms of conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Purchaser, and no addition or alteration or substitution of these terms will bind the seller or form part of any order unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.

2. Specification

All goods supplied by the Seller shall be in accordance with

- I. The current edition of the relevant product description leaflet as published from time to time (copies of which are available from the Seller upon request) and
- II. Those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specifications, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the order

3. Acceptance

The Purchaser shall be deemed to have accepted all goods upon their delivery by the Seller to the address specified in the Order.

4. Delivery and Risk

- I. Any time or date for delivery given by the Seller is given by the Seller in good faith, but is an estimate only.
- II. Risk in the goods shall pass to the Purchaser upon delivery to the Purchaser's site before unloading.
- III. The Purchaser shall provide tackle for expeditiously unloading the goods at its site and provided that the Seller reserves the right to make an additional charge if the unloading of the lorry is delayed by the act or default of the Purchaser.
- IV. If the Purchaser collects the goods from the Seller's premises delivery will take place and risk will pass when the goods have been loaded onto the Purchaser's transport.
- V. Deliveries dates are estimates only and we cannot be liable for any compensation claims from the buyer for any charges they incur because of late or non-delivery.
- VI. Due to the nature of the product we cannot accept any returns once the goods are signed for or have been delivered and on site for more than 24 hours.
- VII. No refund will be made for bespoke products manufactured to the purchaser specification once we receive the order and that has been put into the production system.
- VIII. We will replace free of charge any goods proved to our satisfaction to have been damaged in transit only if we have notification from the purchaser within 24 hours of delivery.

5. Title and Payment

- I. The Seller warrants that it is not aware of any actual or alleged infringements of any intellectual property rights of third parties which relate to the goods other than those (if any) which the Seller has disclosed to the Purchaser prior to acceptance of the Order.
- II. The Seller shall have no liability to the Purchaser (other than as provided in Condition 10) in the event that the goods to be supplied under the Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods), the Seller gives no warranty that the goods to be supplied under the order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any) whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.
- III. Unless otherwise stated in the Order, payment of the price of goods comprised in each consignment delivered pursuant to an Order shall be paid net monthly. The Seller reserve the right to charge interest at Santander base rate plus 4% on all invoices remaining unpaid by due date.
- IV. Title to the goods comprised in each consignment shall not pass to the purchaser until the Purchaser have paid their price to the Seller, but, even though title has not passed, the Seller shall be entitled to sue for their price once its payment has become due.

6. Damage in transit

The seller will replace free of charge any goods proved to the Seller's satisfaction to have been damaged in transit provided that within 24 hours after delivery both the Seller and the carriers have received from the Purchasers notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.

7. Defects Liability of Seller

- I. The Purchaser shall inspect the Goods on delivery and shall within 3 days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description. If the Purchaser shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Purchaser shall be deemed to have accepted the Goods.
- II. If the goods are not in accordance with the contract for any reason the Purchaser's sole remedy shall be limited to the Seller making good any shortage or defects by replacing such Goods or, if the Seller shall elect, by refunding a proportionate part of the price.
- III. The Seller's liability to the Purchaser, whether for any breach of contract or otherwise. Shall not in any event exceed the price and the Seller shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the Purchaser or liability to third parties incurred by the Purchaser.
- IV. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or effect the statutory rights of the Purchaser dealing as consumer.

8. Economic loss

In no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for the loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

9. Conditions of Service

Where any service is supplied to the Purchaser the following conditions shall apply in addition to the conditions of sale set out herein:

- I. The price for providing any service is based on the Purchaser at his expense providing all requisite power, light, water, storage and scaffolding to meet Health & Safety regulations standards.
- II. The price assumes all services can be provided on a continuous attendance at the Purchaser's premises and any delay resulting in additional site visits will be charged in addition.
- III. The Purchaser will provide adequate protection and shelter during the provision of the services.

10. Applicable law

The order shall be considered a contract made in Turkey and shall be governed in all respects by the law of Turkey and the parties agree to submit to the exclusive jurisdiction of the Turkish Courts.