

1. Definitions
In this Agreement
Buyer: the party purchasing Goods or Services from the Company in accordance with the terms of this Agreement;
Company: Brodie and Middleton Ltd (t/a Russell and Chaple) registration number 00400967
Services: canvas stretching, bespoke stretchers, re-stretching services
Goods: Every product which the Buyer buys or has agreed to buy from the Company in accordance with this Agreement.
Force Majeure: Circumstances beyond the reasonable control of the Company including, without limitation and without prejudice of the generality of this expression, Acts of God, war or national emergency, acts of terrorism, protests, governmental actions and regulations, strike or other action taken by employees, shortages of goods and materials, restrains or delays affecting carriers, fire, explosion, flood, tempest or epidemic.
VAT: value added tax chargeable under the Value Added Tax Act 1994

2. Ordering
2.1 Buyer is responsible for ensuring that each order is complete and accurate. Each order is an offer to the Buyer to purchase goods subject to this Agreement.
2.2 In the event that the Buyer receives the Goods not as expected or ordered, the Buyer needs to report it to the Company within five working days of receipt of delivery.
2.3 Subject to clause 2.2 above wrongly delivered or unexpected goods can be exchanged or credited only if received in the same unused condition as supplied within five working days of receipt of delivery.
2.4 Goods and services supplied by the Company in accordance with this Agreement shall comply with any Quotation, and shall be as confirmed in the Order.
2.5 The Company reserves the right to cancel or suspend provision of the Services and/or delivery of the Goods comprised in any Order in the event of:
The Buyer failing to meet its obligations under this Agreement or the Company being of the reasonable opinion that this will be the case; or an event of Force Majeure prevents the Company from supplying the Goods or providing the Services.

3. Quotations
3.1 Where the Company provides the Buyer with a Quotation for: Stretching, Re-stretching canvases, the description of the service shall be set out therein; or the supply of Goods, the description of the Goods required shall be as set out therein.
3.2 A Quotation shall remain valid for acceptance by the Buyer for 30 days from the date of the Quotation.
3.3 In Case of Quotation for Services. Please note that a quotation is indicative only, shall not be binding and the Company reserves the right to alter the Quotation.

4. Defective goods and Returns
4.1 We shall not be liable for goods which are not of satisfactory quality ("defective goods") unless you give us notice of the defect within five days of the time of delivery and we are given a reasonable opportunity (after receiving such notice) to examine such goods.
4.2 We shall not be liable for Defective goods if (a) you make any further use of such goods after giving such notice or (b) you altered or repaired such goods without our written consent
4.3 Cancellation: If for some reason you wish to return your goods please cancel in writing (via letter, fax or email) within seven working days of receipt of the goods. The customer will be required to cover the cost of return of the goods. Goods should be returned in saleable condition.
4.4 Faulty goods/damaged goods: Please inform us in full as soon as possible and within seven days of receipt of the goods to arrange return. The cost of the goods and carriage will be repaid in full once we have confirmed the goods are faulty or damaged.
4.5 Refunds will be made within 30 days and by the same method as payment.

5. Price
5.1 The Buyers agrees to pay the Price of the Goods and/or Services in accordance with the terms in clause 6 – Payment Terms.
5.2 The Company reserves the right to amend Price if: (a) the Buyer changes, alters or amends in any way the Goods they require from those set out in and accepted by the Order and detailed in any Quotations; or (b) the Buyer delays the Company in the provision of the Services or delivery of the Goods; or (c) there is a change in legislation preventing the Company from meeting its contractual obligations; or (d) there is an event of Force Majeure.

6. VAT and Duties.
In circumstances where the Buyer is located outside of the European Union, the Buyer shall be liable for any import taxes or local tariffs relating to the supply of the Goods or the provision of the Services. Any non-United Kingdom Buyers are required to provide proof of export for VAT exemption.

7. Payment Terms.
7.1 Invoices are payable without deduction, set off or counter claim on or before the date set out in any Quotation notwithstanding that the property in the Goods and/or the Materials may not have passed to the Buyer.

7.2 Unless specifically stated otherwise in the Quotation, for trade only orders above £2,000.00, 50% of the Price at the time of placing the Order is required and the remaining 50% of the Price is payable when the Goods or the Finished Artwork are ready for dispatch or collection.
7.3 The Company may, at its discretion, release the Finished Artwork at any time but its usual practice is to release only upon receipt of the balance of all monies due (in cleared funds).
7.4 Payment for Orders destined for delivery outside the United Kingdom will only be accepted by Pro-Forma Invoice. All bank charges will be payable by the Buyer.
7.5 Time of payment shall be of the essence and without prejudice to any other rights the Company may have against the Buyer.
7.6 The Company reserves the right to charge interest on a daily basis at the rate 5% above BOE base rate on all overdue payments.

8. Collection and Delivery
8.1 Collections. Goods are sold and all Finished Artwork is available for collection from the Company's shop or warehouse. Every effort will be made to meet stated availability times or such other delivery times agreed between the parties. However, no liability is accepted for late availability for any reason whatsoever and time for delivery shall not be of the essence under the terms of this Agreement.
8.2 If the Buyer fails to collect the Goods or the Finished Artwork when notified of its availability then, without prejudice to any other right or remedy available to the Company, the Company may at its option, store the Goods or the Finished Artwork until collection and charge the Buyer for reasonable storage costs including, but not limited to, insurance of the Goods or the Finished Artwork in storage. In such event the Buyer shall fully indemnify and keep indemnified the Company from and against all costs, claims, damages, losses, liabilities and expenses (including loss of profit) incurred or suffered by the Seller by reason of the failure by the Buyer to collect the Goods or Finished Artwork.
8.3 Deliveries. If the Goods or Finished Artwork are to be shipped, the Buyer must be available to take delivery. In the event that the Buyer fails to take delivery, the Goods or Finished Artwork will be returned to the Company, which reserves the right to charge the Buyer for reasonable shipping return and storage costs including, but not limited to, insurance of the Goods or the Finished Artwork in storage. The Buyer may be charged an additional fee to rearrange delivery.
8.4 The Company takes great care in providing professional packing for Deliveries.
However, in the event of damaged Goods during transportation, the Buyer is only liable for a claim if;
The delivery is refused by the Buyer (not signed).
The delivery is accepted but signed as 'unchecked'.
The Company's liability is limited only to the value of the Goods or work undertaken.

9. Title and Risk
Title to Goods or Finished Artwork delivered to or collected by the Buyer shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for:
(a) such Goods or Finished Artwork; and
(b) all other sums which are or which will become due to the Company from the Buyer for sales of Goods or Finished Artwork or on any account.
Until title to Goods or Finished Artwork has passed to the Buyer, the Buyer shall:
(a) hold such Goods or Finished Artwork on a fiduciary basis as the Company's bailee;
(b) store such Goods or Finished Artwork separately from all other goods held by the Buyer, so that they remain readily identifiable as the Company's property;
(c) not remove, deface or obscure any identifying mark or packaging on or relating to such Goods or Finished Artwork; and
(d) maintain such Goods or Finished Artwork in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company.
The Buyer shall obtain an endorsement of the Company's interest in the Goods or Finished Artwork on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Buyer shall allow the Seller to inspect such Goods or Finished Artwork and the policy of insurance, but the Buyer may resell or use Goods or Finished Artwork in the ordinary course of its business.

10. Warranty and Limitation of Liability
10.1 Except for personal injury or death due to the negligence of the Company, the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or any other economic loss or damage suffered by the Buyer due to any defect in the Goods, the Materials or as a result of the performance of the Services or arising in any way from this Agreement or otherwise.
10.2 Except for personal injury or death due to the negligence of the Company the liability of the Company under this Agreement for any reason whatsoever shall not exceed the Price.
10.3 The warranties of the Company do not cover, and the Company makes no warranty with respect to any defect, failure, deficiency or error which is:
a) due to the supply of any part of the Goods or the Materials other than by the Company; or

b) not reported to the Company within 5 days of delivery; or
c) beyond the control of the Company resulting from the provision of the Services.

11. Natural Materials and Suitability for Use
Where the Materials or Goods supplied by the Company include or comprise natural products then the Company accepts no responsibility whatsoever for any naturally occurring changes to such natural products including but not limited to warping, distortion or other shape changes, differences in colour or shade and other natural imperfections in those products.
11.1 While the Company take good care to maintain high standards of quality in their products, it is the user's responsibility to ensure that the goods purchased are suitable for their particular requirements. Many of our products are natural substances whose behaviour can vary in different environments. Their structure can also vary according to the process used in their assembly and application. We use worldwide suppliers of our products and raw materials and from time to time the formulations may change. It is advised that a test area is used to apply the product before commitment to a large application or use of the product. The Company strives to maintain consistency and continuity in these matters but in no circumstances will entertain claims for the value of work alleged to have been adversely affected by use of any of our products which prove to be unsatisfactory to the user. Our liability is therefore confined to the value of the goods alone.

12. Drawings
Where an Order is placed by telephone, email or facsimile, the Company accepts no responsibility whatsoever for the accuracy or otherwise of any drawings or dimensions provided by the Buyer for the provision of the Services and/or supply of the Goods. Any loss, costs or expenses suffered by the Company as a result of any errors or omissions in such drawings or dimensions shall be payable by the Buyer.

13. Insurance
13.1 The Buyer is required to advise the Company of the value of each item of Artwork, and if the Buyer is in any way unsure as to whether the Artwork is covered by the Company's insurance, the Buyer should contact the Company for further details.
13.2 The Buyer shall be responsible for insuring any Artwork in transit to or from the Company's place of business, other than Artwork that is to be collected by the Company or Finished Artwork that is to be delivered by the Company, under the terms of the Order.

14. Force Majeure
The Company shall be under no liability if they are unable to carry out any provision of this Agreement for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of utilities, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of this Agreement. During the continuance of such a contingency, the Buyer may, by written notice to the Company served no sooner than 30 days after commencement of the contingency, elect to terminate this Agreement and the Company shall pay for any work actually done and Goods or Materials supplied, but subject thereto shall otherwise accept delivery when available.

15. General
15.1 If any term or provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed from this Agreement and the remainder of the provisions here of shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
15.2 The Company may without the consent of the Buyer sublicense its rights or obligations or any part of this Agreement.
15.3 The headings in this Agreement are for ease of reference only and shall not affect the interpretation of any clauses in this Agreement.

16. Entire Agreement
Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this contract and that its only remedies shall be for breach of contract, negligence or misrepresentation.

17. Third Parties
The parties to this Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18. Law
This Agreement is governed by English law and any dispute is to be referred to an independent arbitrator to be appointed by agreement between the parties. In the event that the parties fail to reach an agreement, then the appointment of an arbitrator shall be referred to the then President of the Chartered Institute of Arbitrators whose decision shall be final and binding.