

**Norfolk Pamments Limited**  
**Terms and Conditions of**  
**Sale**

Please follow this link if you agree:-

[I/We agree to be bound by the above terms and conditions of sale](#)

If you proceed to purchase goods from us without indicating directly your agreement to these terms and conditions, you will be held to have agreed with them. Should you not agree, please let Norfolk Pamments Ltd know as soon as possible and no sale will take place.

1. **General** All estimates are made and all orders are accepted subject to the following Terms and Conditions and no additions thereto or variations therein shall be made unless agreed in writing by the parties.
2. **Basis of Quotation.** All quotations are made on the following basis:- a) A valid quotation will only have been given when made in writing on our letter heading and signed by our authorised representative, or by email. b)The right is reserved by us to correct typographic errors or clerical errors in our quotations and/or offers to supply. c) Goods made to a buyers written instructions and/or official drawings containing typographic clerical or design errors and not amended by the Buyer in writing and acknowledged by us in writing must remain the complete responsibility of the Buyer. d) Where an order is received for a quantity different from that quoted for or where deliveries are required in instalments smaller than those specified in the quotation or which product specification given on the order differ from those stated in the quotation, prices may be subject to amendment. e) Unless otherwise stated estimates are valid for 90 days from the date of issue. f) The prices quoted reflect the costs of materials prevailing at the date of issue, increases in cost occurring within 60 days will be reflected as an additional cost on the invoice. g) All prices shown on quotations exclude the cost of Value Added Tax unless specifically stated on the quotation.
3. **Acceptance of Orders** No binding contract shall be deemed to have been effected by the acceptance on the part of the Buyer of a quotation or offer made by the seller, until such contract shall have been confirmed in writing by our Order Acknowledgement or Invoice when these Terms and Conditions will apply. In the event of an Order being placed by the Buyer with us the Buyer shall be deemed to have accepted the Conditions of Sale unless notice in writing to the contrary is received by us with 7 days from the date of our order acknowledgement. Installation constitutes acceptance of the order. Buyers will pay a 50% deposit upon acceptance of the order, or such other sum as may be agreed with the Seller. Where a bespoke order or an order for seconds is accepted, payment in full shall be made upon acceptance of the order by us. All deposits paid are non refundable.
4. **Specifications** a) If manufacturing tolerances, materials, or type of finish are not clearly defined in a specification or drawing by the Buyer, we reserve the right to manufacture to our tolerances or finish or from our materials for the products concerned. b) Our products are hand made and we reserve the right to vary the size of the product which is inevitable due to the hand manufacturing process. c) All liability in respect of frost damage to terracotta products is hereby excluded. d) Colour: whilst every effort is made to meet your colour requirements, we cannot guarantee to do so exactly, as the clay colours vary throughout the seam. e) Markings: our pamments have unique markings, patterns and colouring, and we cannot guarantee the absence or presence of any such markings, patterns or colourings. f) Seconds are sold with no guarantee or warranty
5. **Catalogues** Catalogues, price lists and other advertising matter are only an indication of

the type of goods offered and no prices or other particulars contained therein shall be binding on us. We reserve the right to change designs and to charge prices ruling at the date of despatch unless we have contracted to supply in accordance with our quotation.

6. **Health and Safety at Work etc Act 1974** Under sections 2 and 6 of the Act the Buyer is expected to ensure that all relevant information relative to the use of our products is made available both to us and the user of the product. Responsibility for observing Health and Safety Executive and other regulations rests entirely with the Buyer. We accept no liability whatsoever for the Buyers failure to conform with such regulations.
7. **Delivery** Any times quoted for delivery are to be treated as estimates only, and we shall not be liable for failure to despatch within such times unless a fixed date has been agreed or should the Buyers suffer loss through late delivery the amount payable in respect thereof shall have been agreed in writing at the time of ordering as liquidated damages in which case our liability shall be limited to the amount agreed to be paid. In all cases, whether a time limit has or has not been agreed the time for despatch shall be extended by a reasonable period if delay in despatch is caused by industrial dispute or by any cause whatsoever beyond our reasonable control. The time quoted for despatch shall be calculated from the date on which we despatch our order acknowledgement.
8. **Loss or Damage in Transit** If the price quoted includes delivery by any method at our option whether delivery by rail, road, post or by our own transport it is the Buyers responsibility to provide such assistance as may be required in unloading the goods at the place of delivery. Provided that we are given written notification of damage or non delivery within such a time as will enable us to comply with a Carriers conditions of carriage as affecting loss or damage we will replace the goods. Once received all goods to be checked within 24 hours. We reserve the right to refuse claims for damaged or missing goods made after this time.
9. **Advice, information and recommendations** Any advice, information or recommendations given by the Seller is given without responsibility, and the Buyer must satisfy himself as to laying, grouting and finishes and any other advice, information and recommendations.
10. **Property and Risk** Property in the goods shall pass to the Buyer only when the full amount due has been paid to us. Risk shall pass to the Buyer, however, as soon as the Buyer has paid the full amount or when the Buyer takes or is deemed to have taken delivery of the goods. A delivery note signed by the Buyer's representative shall be deemed to be a completion of the contract.
11. **Rejection** Unless otherwise agreed, goods rejected by the Buyer as not complying with the Contract must be so rejected within 24 hours of receipt of delivery by the Buyer. Refunds on rejected products regardless of reason will be credited for the value or replacement of the products returned less up to 25% handling charge if returned. No liability is accepted for any additional costs incurred by the Buyer, including the cost of return of the goods.
12. **Payment** a) Unless otherwise agreed, payment in full is due prior to despatch or collection from our premises. b) Payment will not be deemed to have been made or received until the cash has been handed to us or a bank transfer or cheque has been cleared by our Bank and recorded and credited to our Bank account in the full amount. c) Where payment is delayed beyond the agreed date for any reason, we reserve the right to charge interest at 8% above base rate per calendar month or part of on all sums not paid. d) The right is reserved by us to correct typographic errors or clerical errors in our invoices. e) Where bespoke orders are placed, payment in full shall be made upon acceptance of the order by

us.

13. **Cancellation** Any order received and accepted by us shall not be subject to cancellation by the Buyer either wholly or partially without our written consent, and if such consent is given we reserve the right to apply a cancellation charge. Any deposit paid is forfeit being non-refundable.
14. **Returned Goods** Goods returned by the Buyer to us at the Buyer's expense with our agreement may be subject to a re-handling charge of up to 20% at our discretion. Returned goods must be in saleable condition, otherwise no refund will be made.
15. **Exchanged Goods** Goods returned for exchange must be in saleable condition; all damaged goods must be paid for.
16. **Installation & Finishing** We do not accept any complaints regarding the appearance of the product once the pammments have been installed &/or finished with any kind of sealant or impregnator. We do not accept any complaints regarding pammments which have been installed outdoors without a 1 in 40- 1 in 80 incline.
17. **Colours** Due to differences in computer monitors, we cannot be responsible for any variations in colour between the actual product and the digital images on your screen.
18. **Subcontracting** We reserve the right to subcontract the fulfilment of any order or part of an order or finish to an order.
19. **Legal Construction** Unless otherwise agreed in writing the Contract shall in all respects be construed and operates as an English Contract and in Conformity with English Law.

Please either sign this and return it to us at 5, Church Road, Aslacton, Norfolk NR15 2HJ, or email confirmation that you have read and agreed the above to us at [info@pammments.co.uk](mailto:info@pammments.co.uk)

Signed ..... on behalf of  
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Please print name..... Date.....