

Terms of Service for Trade Account Holders

1. **GENERAL.** All works carried out by the Company of Genius Design Solutions Limited T/A Genius Designing (hereinafter referred to as “the Company”) are carried out subject to the following terms and conditions, which are in addition to existing terms of service and instructions applicable to cash customers.
2. **TRADE ACCOUNT.** The term “Trade Account” or “Account” refers to the agreement by the Company to supply goods or services up to an agreed maximum monthly value to the customer at a given price to be repaid at a given point in time. The provision and terms thereof to be agreed in writing before such Account is opened. By opening an Account, the customer acknowledges the right of the Company to determine their credit worthiness or otherwise at any time by way of credit reference agencies, trade and bank references.
3. **ESTIMATES.** All estimates given by the Company are an estimate of the probable cost of the works instructed by the customer (hereinafter referred to as “the works”) based on the Company’s experience of the works. Estimates include labour and materials. Should the works turn out to be more complicated than originally anticipated then the Company shall be entitled to increase the estimate to take account of this. The Company will inform the customer as soon as possible regarding any increase in the estimate. Without prejudice to the forgoing, should the trade price of materials increase between acceptance of the estimate and the completion of the works then the estimate may be increased as a result thereof.
4. **PAYMENT.** The Company will usually issue an invoice on completion of the works. All invoices become payable in full on the last day of the month following date of invoice. However, where the works last for a period in excess of 28 days then the Company shall be entitled to issue interim invoices as and when they may become necessary. Where the invoice is not paid within the said time limit then the Company reserve the right to charge interest on the amount overdue at 2% over the Halifax PLC base rate. Should any invoice not be paid within the said time limit then the Company reserves the right to terminate the work instructed and shall remain entitled to the full amount owing for the works as may have already been carried out.
5. **DISPUTES.** The customer shall not withhold payment of any amount due to dispute or claim. The customer will not be entitled to withhold or delay payment or exercise any right of set off whatsoever unless by prior agreement in writing. Where the dispute is due to damaged goods or shortage in delivery, the customer shall be liable to pay for all other goods supplied in the same delivery.
6. **JOINT AND SEVERAL LIABILITY.** Where the work is instructed by more than one party it is understood that both parties instructing the work shall be joint and severally liable for all debts incurred to the Company.
7. **GUARANTEES.** Where written guarantees are to be issued by the Company these shall only be issued upon the full completion of works and upon the full payment of all sums outstanding to the Company by the customer. Guarantees will be valid for a maximum of five years and will not cover normal wear and tear. No liability whatsoever is accepted in respect of goods supplied by the Company, which have been manufactured by a third party. The Company will extend to the customer any rights, which the Company may have against the manufacturer.
8. **DEPOSIT.** The Company may, at its sole discretion be entitled to demand security in the form of a deposit prior to the carrying out of the works. Should the customer fail to deliver the said deposit then the Company shall be entitled to suspend or terminate the works without any liability therefore.
9. **DRAWINGS AND SPECIFICATIONS.** Where the customer supplies drawings and/or specifications to the Company, the Company gives no warranty as to the suitability of the said drawings and shall not have any liability for any loss suffered by the customer as a result thereof.
10. **TERMINATION.** Should the customer breach these terms and conditions, or should the customer for any reason become in the sole opinion of the Company unable to pay any sums owed by him or her to the Company, then the Company shall be entitled to terminate the works instructed with no liability being on the Company. It shall be at the sole discretion of the Company to grant or revoke any credit terms without notice.
11. **CANCELLATION.** Should the customer cancel the works at any point, the Company shall be entitled to charge for all works already carried out and for all goods which have been ordered by the Company in anticipation of the works and which cannot be returned with the costs thereof being fully refunded to the Company.
12. **TITLE.** Title to the goods shall remain with the Company until payment has been received in full.
13. **INTERPRETATION.** These terms and conditions are governed and shall be interpreted according to the Law of Scotland.

These conditions are issued by:

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