



We, Porter Lancastrian Limited, the brand owner of PORTA and manufacturers of TileVision, want you to be happy with your purchase.

We adhere to the Distance Selling Regulations European Council Directive (97/7/EC)7. This regulation by The Office of Fair Trading protects you, the consumer, from receiving poor service and or unsatisfactory goods from remote transactions (internet shops, telephone sales, etc. Visit The Office of Fair Trading web site if you require more information.

The Distance Selling Regulations mean that you have a right to view your purchases at home so you can decide if you want to keep the goods. If you are not totally satisfied with your TileVision within the first seven days of receipt, please contact us so we can discuss any problems you may have and make appropriate arrangements with you.

As we are the manufacturer of TileVision, we are usually able to dispatch orders on the same or the next working day.

### Terms & Conditions

#### 1 Definitions

- a) The 'Seller' means Porter Lancastrian Limited.
- b) The 'Buyer' means the person who buys or agrees to buy the goods from the seller.
- c) The 'Goods' means all items which the buyer agrees to buy from the seller.

#### 2 General

Orders are only accepted subject to the Conditions of Sale set out below and the seller shall not be bound by any other terms, written, verbal or implied, or which are conditions customary in the trade and whether contained in customers order forms or not. These conditions shall apply unless expressly varied by the seller in writing.

#### 3 Terms

The seller has the right to discontinue delivery without notice if the buyer defaults payment, or if circumstances warrant such discontinuance. Pro-forma orders will only be delivered when the seller has received payments in full, including confirmed clearance of any cheques.

#### 4 Prices

Whilst every effort will be made to deliver product at the prices quoted, the seller reserves the right to invoice at the price ruling at the date of delivery. Goods purchased from the seller include VAT and subject to delivery charges quoted.

#### 5 Risk and Delivery

Goods are delivered to the buyer when the seller makes them available to the buyer (or any agent of the buyer) at the delivery point agreed by the seller and risk in the goods passes when they are delivered to the buyer. The seller shall not be liable for any penalty, loss, injury, damage or failure in delivery from any cause at all nor shall any such delay or failure entitle the buyer to refuse to accept any delivery or to repudiate the contract. Any dates quoted by the seller for delivery of the goods are approximate only and shall not form part of the contract and the buyer acknowledges that in the performance expected of the seller no regard has been paid to any quoted delivery dates. The buyer is liable to return unwanted products at their own cost of delivery. If a product is damaged or faulty then the seller will arrange collection of the goods within the first 14 days to be replaced thereafter it is the buyer's responsibility to return to the seller for the duration of the product warranty. Delivery of goods will be within 28 working days, Monday–Friday, bank holidays and weekend's excluded, however in most cases delivery will be within 1–5 working days. The buyer must report delivery problems immediately, allowing 28 working days (Monday–Friday, bank holidays and weekend's excluded) for delivery after cleared payment received by the seller. If the buyer is required to sign for your goods, please inspect goods prior to signing, if the buyer is unable to check the goods please ensure you mark 'unchecked' on the signature docket.

#### 6 Claims

Claims must be notified by email to [TilevisionSales@porta.co.uk](mailto:TilevisionSales@porta.co.uk) within seven days of delivery, otherwise responsibility cannot be accepted by the seller. The seller's liability shall be limited to, at the seller's option, replacing the goods or refunding the price of goods. Under no circumstances shall the liability of the seller exceed the price of the goods. Replacements for damaged goods will be charged and credit issued on the return of the damaged goods to the seller in the original package. There is a 25% restocking charge on goods that are returned through order error or change of mind, that are NOT returned in a re-saleable condition. If you wish to exchange or request a refund for any particular product that was bought by mistake or returned to us under false pretences i.e. requesting a refund for faulty goods, delivery charges incurred will be the sole responsibility of the customer. Goods must be at all times returned in original packaging and complete with all accessories in original condition as received. Prior to returning goods the buyer must inform Porter Lancastrian Limited that the goods are to be returned, you will then be issued with a RMA number. The goods must then be returned at the buyers cost in the same manner they were shipped to you from the seller i.e. Fully Insured Courier Service, Royal Mail Special Delivery, etc.

## 7 Retention of Title

In spite of delivery having been made, property of the goods shall not pass from the seller until payment in full of the price by the buyer. Notwithstanding delivery, property in the goods shall not pass from the seller until payment in full of the price of the buyer. Whilst the buyer has the right to dispose of the goods in the ordinary course of business on a bona fide sale without notice to the customer of the seller right hereunder, the entire proceeds of sale or otherwise of the goods shall be held in trust for the seller until payment in full for the goods. Until payment in full for the goods the buyer hereby grants to the seller the right to enter any premises where the goods are stored in order to repossess or inspect them.

## 8 Breach and Insolvency

If the buyer breaches any condition of this contract or becomes subject to an Administration Order or becomes bankrupt or has a receiver appointed for or distress is levied on any part of its assets or business or goes into liquidation or makes any compositions with its creditors, the seller shall be entitled (Whether in respect of this contract or any other) to:

- a) Withhold any further deliveries to the buyer and/or cancel the contract without liability;
- b) Appropriate any payment made by the buyer to such of the goods (Whether supplied under this contract or any other) as the seller shall think fit;
- c) Immediate payment of all sums whatever, owing by the buyer to the seller notwithstanding any previous agreement to the contrary;
- d) Exercise any of its rights pursuant to clause 8 above.

## 9 Product Information

Although the seller shall use its best endeavours to ensure that the information contained on the seller's web site is correct at all times, the seller shall not be under any liability for any damage, loss or expense resulting from any error or omission contained on the seller's web site. Goods supplied may vary in detail from the illustrations, drawings and descriptions (Which are approximate and for guidance only) on the sellers web site as a result in improvements and modifications. Colour finishes will be maintained as accurately as possible, but matching cannot be guaranteed.

## 10 Force Majeure

The seller shall not be liable for any default due to any act of God, war, strikes, lockouts or other industrial action, difficulties in obtaining labour or parts, government or other restrictions or other event beyond the reasonable control of the seller.

## 11 Law and Jurisdiction

All disputes arising out of or in connection with the contact shall be governed by English law and the buyer accepts the jurisdiction of the Courts of England.

## 12 Copyright

All product details and photos on [www.tilevision.tv](http://www.tilevision.tv) and [www.tilevision.co.uk](http://www.tilevision.co.uk) are the copyright of the Porter Lancastrian Limited, any duplication of the site layout, images and/or text is an infringement of copyright.

### Company Details

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