

**BATH HAUSS.**

# **Supply Terms & Conditions**

Contractor & Developer Sales

Version: 08.01.2026

Bathhauss Limited  
Contractor & Developer Supply Terms

These terms govern the supply of goods by Bathhauss Ltd to contractors, developers, and other business customers. All orders are accepted subject to Bathhauss Ltd Supply Terms & Conditions.

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## Terms and Conditions

### 1. Interpretation

In these Terms:

“Goods” means products supplied by Bathhauss Ltd to the Customer.

“Order” means the Customer’s purchase order.

“Contract” means the agreement between Bathhauss Ltd and the Customer incorporating these Terms and the Order Confirmation.

“Business Day” means a day other than Saturday, Sunday or a UK public holiday.

### 2. Formation of Contract

A Contract is formed only when Bathhauss Ltd issues a written Order Confirmation or dispatches the Goods. These Terms override any conflicting terms contained in the Customer’s purchase order or other documents. Quotations are invitations to treat only and remain valid for 30 days from the date of issue unless otherwise stated in writing.

### 3. Price and Payment

Prices are as quoted or stated on the Order Confirmation and are exclusive of VAT unless expressly stated otherwise. Payment shall be due immediately upon invoice unless otherwise agreed in writing between Bathhauss Ltd and the Customer. Late payments may incur statutory interest and recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Bathhauss Ltd reserves the right to amend prices prior to acceptance of an Order due to manufacturer price increases, freight charges, duties, or currency fluctuations. Goods may be invoiced on dispatch or on delivery.

### 4. Delivery

Delivery shall be made to the address stated in the Order Confirmation. Any delivery dates provided are estimates only and time shall not be of the essence. Bathhauss Ltd shall not be liable for any delay caused by manufacturers, logistics providers, or events beyond its reasonable control.

### 5. Title and Risk

5.1 Risk in the Goods shall pass to the Customer upon delivery.

5.2 Title to the Goods shall not pass to the Customer until Bathhauss Ltd has received in full, in cleared funds, all sums due to it in respect of the Goods and any other goods supplied by Bathhauss Ltd to the Customer.

5.3 Until title passes, the Customer shall hold the Goods as fiduciary bailee and trustee for Bathhauss Ltd, store the Goods separately so they remain readily identifiable as Bathhauss Ltd’s property, not remove or obscure any identifying marks or packaging, maintain the Goods in satisfactory condition, insure them for their full price against all risks on Bathhauss Ltd’s behalf, and notify Bathhauss Ltd immediately if it becomes subject to any event of insolvency or financial distress.

5.4 The Customer grants Bathhauss Ltd, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect or recover them where title has not passed.

### 6. Inspection, Returns and Claims

The Customer must inspect the Goods immediately upon delivery. Any shortages, damage in transit, or incorrect items must be notified to Bathhauss Ltd in writing within 48 hours of delivery. Claims notified outside this period may not be accepted.

No Goods may be returned without prior written authorisation from Bathhauss Ltd. Approval of any return request shall be at the sole discretion of Bathhauss Ltd. Returns of stock items will only be considered if requested within 30 days of delivery. Returned Goods must be unused, complete, in original unopened packaging, and in a fully resaleable condition. Bathhauss Ltd reserves the right to reject returned Goods that are, in its opinion, damaged, used, incomplete, or not returned in original packaging.

Approved returns of stock items may be subject to a restocking charge of 30 percent of the net Goods value to cover handling and administrative costs. All return carriage costs shall be borne by the Customer. Risk in the Goods during return transit shall remain with the Customer until the Goods are received and inspected by Bathhauss Ltd.

Special-order items, bespoke or made-to-order products, project-specific Goods, and Goods ordered to Customer specification are non-cancellable and non-returnable once the Order has been accepted.

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## 7. Warranty and Guarantees

Goods are supplied with the applicable manufacturer's warranty only. Bathhauss Ltd does not provide independent warranties. Bathhauss Ltd accepts no liability for labour, installation, removal, delay costs, or any indirect or consequential losses. All warranty claims are subject to the manufacturer's terms and conditions, and Bathhauss Ltd accepts no responsibility or liability for the performance, failure, or outcome of any manufacturer warranty process. Where applicable, it is the Customer's sole responsibility to register warranties or guarantees directly with the manufacturer, and failure to do so may invalidate entitlement.

## 8. Limitation of Liability and Indemnity

Bathhauss Ltd's total liability under the Contract shall be limited to the invoice value of the Goods supplied. Bathhauss Ltd shall not be liable for any indirect or consequential loss, loss of profit, delay costs, or economic loss whether arising in contract, tort, or otherwise.

The Customer shall indemnify and hold harmless Bathhauss Ltd from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with any breach by the Customer of these Terms, any use or installation of the Goods other than in accordance with manufacturer instructions or industry standards, or any third-party claim arising from the Customer's resale, onward supply, modification, or misuse of the Goods.

## 9. Customer Obligations

9.1 The Customer warrants and represents that it has full power and authority to enter into and perform its obligations under the Contract, that all information provided to Bathhauss Ltd is complete and accurate, that Goods will be installed, handled, and used strictly in accordance with applicable legislation, industry standards, and manufacturer instructions, and that all required permits or approvals are obtained.

9.2 The Customer shall ensure installation is carried out by suitably qualified and experienced personnel and that no modifications are made to the Goods without prior written consent from Bathhauss Ltd.

## 10. Force Majeure

Bathhauss Ltd shall not be liable for any delay in or failure of performance resulting from events beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, labour disputes, supplier failure, transport disruption, or acts of government. In such circumstances, Bathhauss Ltd shall be entitled to a reasonable extension of time for performance and shall notify the Customer as soon as reasonably practicable.

## 11. Insolvency and Financial Distress

If the Customer becomes subject to any event of insolvency or financial distress, or if Bathhauss Ltd reasonably believes such an event is likely, Bathhauss Ltd may suspend deliveries, cancel outstanding Orders, require immediate payment of all sums due, enter the Customer's premises to recover Goods where title has not passed, and require advance payment or security as a condition of continued supply.

## 12. Changes to Terms and Conditions

Bathhauss Ltd reserves the right to amend or update these Terms and Conditions from time to time. The version in force at the time an Order is accepted shall apply unless expressly agreed otherwise in writing.

## 13. Entire Agreement

These Terms and the Order Confirmation constitute the entire agreement between the parties and supersede all prior understandings or communications. No other terms shall apply unless agreed in writing by Bathhauss Ltd.

## 14. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 15. No Set-Off

The Customer shall pay all amounts due in full without any set-off, counterclaim, deduction, or withholding except as required by law.

## 16. Assignment

Bathhauss Ltd may assign or transfer its rights and obligations under the Contract. The Customer may not assign or transfer any rights without prior written consent from Bathhauss Ltd.

## 17. Governing Law and Jurisdiction

These Terms and any disputes arising under them shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.