

TERMS & CONDITIONS OF SALE

1. INTERPRETATION

"Contract" means any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions; "Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions.
- 2.2 No terms endorsed upon, contained in the Buyer's purchase order, or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.
- 2.4 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.
- 2.5 Each order placed by the Buyer shall be deemed to be accepted by the Company unless the Company notifies the Buyer within 7 days that it does not accept the order.
- 2.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

3. DESCRIPTION

- 3.1 All material and specifications including weights and dimensions issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract

4. DELIVERY & INSTALLATIONS

- 4.1 Unless otherwise agreed in writing the Company will arrange delivery of the Goods to the Buyer's premises in the UK.
- 4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within 30 days of the Buyer placing an order.
- 4.3 Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods (even if caused by the Company's negligence).
- 4.4 The Company will deliver to the ground floor entrance of the Buyer's premises and unless agreed otherwise shall not assemble the Goods.
- 4.5 If a delivery period is specified in the contract it shall commence on the date upon which the company confirms or accepts the customers order, or (if later) when the company receives any further information from the customer, which shall be supplied promptly, which may be necessary for the contract to be proceeded with. The delivery date or period specified in the contract shall not be binding on the company and although the company will use its best endeavours to deliver such dates or within such periods it shall not be liable in any way for failure to do so.
- 4.6 Where agreed in a contract the Company will install the goods at the premises nominated by the customer as specified in the contract and the customer shall give to the company all necessary access and facilities for the installation work (including arrangements for the customer's staff to be available as and when required). If the customer fails to provide and agree facilities within seven days of delivery of the goods to the premises the contract price shall become due forthwith. The customer will indemnify the company against any liabilities, claims or costs which the company may suffer by reason of injury to person or property of employees of the company or any other person occurring while they are on the Customers premises unless such injury is caused by the fault or negligence of the company.

5. NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 30 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full all sums due to it in respect of:
 - 6.2.1 the Goods; and
 - 6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 The Buyer's right to possession of the Goods shall terminate immediately if:
 - 6.3.1 the Buyer has not paid in full for the Goods and has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or convenes a meeting of creditors or enters into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 6.3.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against his/it, or fails to observe/performs any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 6.3.3 the Buyer encumbers or in any way charges any of the Goods.
- 6.4 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.5 The Buyer will grant the Company, its agents and employees a licence to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them when an appointment has been agreed in advance.

- 6.6 If not withstanding the foregoing the Buyer is in default of payment of any part of the purchase price shall before the whole of the purchase price has been paid have a receiving order made against him or being a company go into liquidation or have receiver appointed, then the seller may with out prejudice to any other rights or remedies available to him be entitled to recover possession of the goods and sell the same retaining all monies received on account of the purchase price and the accounting to the buyer for balance if any.

7. PRICE

- 7.1 Prices charged are those agreed between the Company and the Buyer on the date of delivery. These prices are generally those set out in the Company's catalogue but are subject to alteration.
- 7.2 Prices shown in the catalogue are exclusive of delivery and if appropriate, installation and assembly.
- 7.3 The cost of resetting chairs that need resetting or are recycled within a company will be charged at £37.50 plus VAT.

8. PAYMENT

- 8.1 Where the Buyer has an approved credit account, payment of the price for the Goods is due 14 days after the date of invoice.
- 8.2 Where the Buyer does not have an approved credit account the Company will take the Buyer's credit or debit card details at the time of ordering. If the Buyer is a business account or in any event if the Goods are in stock at the time of ordering or will be delivered within 14 days or if the Buyer is a private individual and the Goods are specially ordered (are not generally held in stock) the Company shall forthwith take payment including all applicable charges from the Buyer's account. Otherwise the Company shall take payment including all applicable charges from the Buyer's account seven days prior to delivery.
- 8.3 Time for payment shall be of the essence.
- 8.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.5 Interest on late payments will be charged at 4% above the base rate of RBS.

9. LIABILITY

- 9.1 The Company accepts liability as set out in this Clause 9 but not otherwise.
- 9.2 The Company warrants that the Goods shall be of satisfactory quality and fit for purpose. The Company does not exclude or restrict its liability for breach of this warranty.
- 9.3 The Company accepts liability for directly and reasonably incurred losses (other than those which the Buyer could have reasonably avoided) caused by the Company's failure to perform its services. However the Company's liability is limited as set out in Clause 9.5 below.
- 9.4 The Company does not exclude or restrict its liability:
 - 9.4.1 for death or personal injury caused by its negligence; or
 - 9.4.2 for any liabilities which cannot by law be excluded.
- 9.5 Other than as provided in Clauses 9.2 and 9.4 the Company does not accept any liability for business losses such as loss of revenue, business, contracts, anticipated savings or profits, whether or not such losses are direct or indirect and whether or not the Company has been advised by the Buyer of the possibility of such potential risk.
- 9.6 If the Buyer is a consumer, the Buyer's statutory rights are not affected by these Terms and Conditions.

10. MATTERS OUTSIDE THE COMPANY'S REASONABLE CONTROL

The Company shall not be liable to the Buyer if the performance of any of its obligations is delayed or prevented by any matter outside the Company's reasonable control. Such matters include, but are not limited to, fire, flood, lightning, extreme weather conditions, industrial disputes of any kind, actions of local or national government, war, acts of terrorism or vandalism, power outages.

11. CANCELLATION

(Clause 11.1, 11.2 and 11.3 only applies to Buyers who are consumers and are purchasing an individual product)

- 11.1 The Buyer may cancel an order by sending a written request to the Company at any time up to receipt of the Goods and within 7 working days thereafter beginning with the day after the day on which the Buyer received the Goods.
- 11.2 If the Buyer cancels an order, the Buyer must return the Goods during business hours, carriage paid and in perfect condition, to the Company. If the Buyer fails to return the Goods within a reasonable period the Company will charge for the cost of returning the Goods. If the Buyer fails to return the Goods within a reasonable period, the Company will charge for the cost of collecting the Goods.
- 11.3 If the Buyer cancels in accordance with this clause, the Company will refund all sums paid except those under Clause 11.2.
- 11.4 For all other purchases of more than one product and in every case where the buyer has specified a product not illustrated in the Company's catalogue, the buyer may not cancel the order after receipt by the Company.

12. RETURNS

(This clause only applies to Buyers who are consumers and have purchased an individual product)

- 12.1 If the Company has extended credit to the Buyer, the Buyer may elect to have the option of returning the Goods within 14 days of receipt of the Goods PROVIDED THAT the Buyer notifies the Company at the time of placing its order that it wanted this option.
- 12.2 If the Buyer wishes to return the Goods under Clause 12.1 it must notify the Company immediately by fax or e-mail and return them to the Company within 14 days of receipt.
- 12.3 In all cases (under Clauses 12.1 and 12.2) where goods are to be returned, the Buyer must first telephone the Company to obtain a Returns Note and Number. Goods must be returned during business hours carriage paid in perfect condition in their original packaging with the Delivery Note and Returns Note enclosed.

13. GENERAL

- 13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.2 If any provision of the Contract is found to be unenforceable it shall to the extent of such unenforceability be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.
- 13.3 Any waiver by the Company of any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default.
- 13.4 This Contract shall be governed by English law subject to the exclusive jurisdiction of the English courts.
- 13.5 Terms of business relating to e-commerce are given on the Company's website.
- 13.6 The Company may transfer information about the Buyer to the Company's bankers for the purposes of obtaining credit insurance, for credit reference purposes, credit control, or protecting the Company's interests. The Company will provide the Buyer with details of the Company's bankers on request.
- 13.7 As an environmentally responsible Company, the Company expects that the Buyer will dispose of any waste associated with the Company's products in accordance with best practice and if the Buyer is unable to do so for the Buyer to contact the Company.