

## CONDITIONS OF SALE

### 1 DEFINITIONS

The following words and phrases shall have the following meanings unless the context requires otherwise:

'the Company' means Contract Furniture UK Ltd Furniture Ltd. whether trading under its own

name or under its alternative CFUK.

'the Customer' means any company, firm, individual or any agent thereof to whom this document is addressed.

'the Goods' means the products, goods, equipment, parts and other items or materials to be supplied by the Company to the Customer.

'Contract' means any contract concluded between the Company and the Customer for the sale of the Goods.

'Order' means any order accepted by the Company and giving rise to a Contract.

### 2 CONTRACT JURISDICTION

The Contract is deemed to have been made in England and Wales and the parties expressly agree that the laws of England and Wales will apply to the Contract and to any dispute arising there from.

### 3 ORDERS

The Company is not bound to accept any Order. All orders accepted are on the express understanding that they are on the basis of these conditions. Any conditions attached by the Customer shall be void unless agreed in writing by the Company.

### 4 TERMS OF DELIVERY

Orders will be delivered to most UK mainland locations, unless otherwise specifically arranged.

Deliveries to other locations are subject to quotation.

While the Company shall endeavour to ensure delivery by the stated date the Company shall not be liable for any loss or damage arising out of delay or failure to deliver if the said date is changed by the client.

### 5 PRICE

Unless otherwise agreed the price shall be that ruling at the date of despatch as determined by the Company's price list in force at that time.

All prices are subject to revision without notice.

All prices quoted exclude VAT.

### 6 TERMS OF PAYMENT

(a) Credit account customers shall pay the price of the Goods in the manner specified in this clause unless otherwise agreed in writing.

The Customer shall make payment of the full invoiced amount within 30 days following the date of invoice.

Remittances by cheque to Contract Furniture UK Ltd, Unit 7 Warrington Central Trading Estate, Bewsey Road, Warrington, Cheshire, WA2 7LP OR Bibby Factors Northwest Limited, P.O. Box 296 Central Liverpool, L69 1YT.

(b) Customers who do not have an approved credit account shall pay for the goods on a cash with order basis, unless otherwise agreed in writing.

Any delivery date quoted is subject to cancellation or revision until payment is made and production commences.

The Company reserves the right to delay the commencement of production until full payment is received.

### 7 CLAIMS

Claims for discrepancies cannot be accepted unless notified to the Company within 7 days from the date of delivery.

Claims for non-delivery of goods must be notified to the Company within seven (7) days of invoice date, otherwise no claims can be considered.

Claims of any nature should be referred to the Company

Telephone (01925) 445650.

Claims for faults in Goods cannot be accepted where the Goods have been subjected to further processing or to change.

### 8 DESIGN COPYRIGHT

The sale of the Goods by the Company to the Customer does not confer any right or licence upon the Customer to use exploit or otherwise utilise any intellectual property rights subsisting in or relating to the Goods of which the Company is the proprietor or to which the Company is otherwise entitled.

### 9 LIABILITY

The Customer shall only be entitled to rely upon a representation concerning the performance or fitness for purpose of the Goods made in writing and signed by a duly authorised representative of the Company. In particular any reliance placed by the Customer on representations, statements or warranties contained in advertising or other promotional material shall not render the Company liable to the Customer for any loss or damage incurred or suffered by any such reliance.

Whilst every care is taken to ensure that any information supplied is correct the Company cannot accept responsibility for any losses, howsoever occasioned, resulting from any inaccuracy therein.

### 10 TERMINATION OF CONTRACT

If the Customer shall delay or default in payment for the Goods or shall become insolvent or bankrupt or enter into liquidation or the Company has reason to believe that the Customer is unable to pay its debts or the Customer commences a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequences of a debt, or ceases for any reason to carry on business the Company shall be entitled to suspend delivery and/or to terminate the Contract (but without prejudice to the Company's right to recovery of all moneys due).

### 11 BREACH OF CONTRACT

The Company shall not be in breach of the Contract, if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or any other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If the Company is unable to perform its duties and obligations under the Contract as a direct result of the effect of one of such reasons it shall give notice to the Customer of such inability stating the reason in question. The operation of the Contract shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the Company shall give advice to Customer of this fact. If the reason continues for a period of more than 60 days and substantially affects the commercial basis of the Contract the parties shall consult together for the purpose of agreeing what action should be taken in the circumstances and, if appropriate, shall negotiate in good faith to amend and modify the provisions and terms of the Contract as necessary to escape the reason in question for the in ability to perform.

**12 PASSING OF PROPERTY AND RISK**

The Company retains ownership of the Goods the property in which shall not pass to the Customer and the Customer shall keep any Goods delivered to it as bailee for and on behalf of the Company until the Company has received payment of the price of all of the Goods (whether or not the Goods are delivered in instalments and some have been paid for by the Customer pursuant to these conditions) and until such time the Customer

(a) shall insure the delivered Goods against any loss or damage with an insurance office of repute.

(b) shall store the delivered Goods separately or in some other way ensure that they are readily identifiable as the property of the Company.

(c) irrevocably authorises the representatives of the Company to enter upon the Customers premises where the delivered Goods are or are thought by the company to be stored for the purpose of repossessing them and subsequently reselling them.

(d) shall keep and retain the delivered Goods free from any charge lie or other encumbrance thereon.

Upon any resale of any of the Goods by the Company pursuant of clause 14 (c) above, if the proceeds of sale exceed the price or the balance of the price of the Goods due to the Company from the Customer the Company shall pay the excess to the Customer having deducted the cost and expense of the repossession and to sale of the Goods and any damage which the Company has suffered as a result of any repudiation of the Contract by the Customer. Risk of loss or damage of any kind to the Goods shall pass to the Customers upon delivery of the Goods.

The Company shall be entitled to exercise lien or right of retention on all Goods or any part thereof in the Companys possession which are the Customer's property for any sums whatsoever due to the Company and pursuant to such lien or right the Company shall be entitled without notice to the Customers to sell all or any part of such goods or part thereof privately or by auction or otherwise and to keep the proceeds of sale in diminution of such sums and of all costs and expenses incurred by the Company in effecting the said sales. Any balance remaining thereafter shall be remitted to the Customer by the Company. Upon any such sale title in the goods shall pass to the buyer thereof.

**13 FABRIC SELECTION**

The selection of fabrics is not the Company's responsibility. The policy of the Company is to supply any fabric specified by the Customer and to use such fabric or any fabric supplied by the Customer in accordance with the Customer's requirements. In selecting fabrics which the Company is to purchase and supply or in supplying fabrics to the Company, the Customer is deemed to have ensured the suitability of such fabrics for their intended use. Claims for losses, howsoever sustained, resulting from a failure of the fabric or from any defect in the fabric or its performance cannot be accepted by the Company.

**14 MATCHING**

Goods are sold on the clear understanding that exact matching between batches or co-ordinated products cannot be guaranteed.

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**17 INTENDED USE**

The Company's goods are intended for use in a Contract environment and are designed to assist in meeting the requirements of current legislation for contract furniture. If the Company's upholstered goods are intended to be used in a domestic environment the Customer, when placing an order, must notify the Company accordingly to enable compliance with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and/or other appropriate legislation.

**18 GENERAL**

(i) All sizes quoted are nominal.

(ii) Upholstered prices are given for guidance only. Variations will arise on pattern wastage. Please ask for quotation before ordering.

(iii) Unless otherwise stated, all items are available with the Company's standard wood stains shown. Samples will be required for any special stains. Lacquers are of a satin finish unless otherwise requested.

(iv) Inevitably, operating largely in solid hardwoods, significant variations will occur between individual component timbers and differing species of timber. The Company believes that this enhances the appearance of a natural product and no effort is made to eliminate the shade variation.

(v) The Company attempts, at all times to provide continuity of design and manufacturing process. These elements are, of course, regularly reviewed and the Company reserves the right to change product specifications and design at any time.