

STANDARD TERMS AND CONDITIONS AGREED as follows:

**1. Definitions**

In this Agreement, the following words shall have the following meanings:

"Buyer's Provisions" has the meaning given in Clause 3.1.

"Conditions" has the meaning given in Clause 13.3.4.

"Delivery Date" means the date as set out overleaf/on order form/on delivery note/on the invoice

"Goods" means the items of furniture as set out overleaf/on order form/on delivery note/on the invoice

"Price" means the price as set out on the invoice

**2. Order**

2.1 The Buyer orders and the Seller agrees to sell, the Goods at the Price for delivery by the Delivery Date.

2.2 The quantity and description of the Goods are set out overleaf / on form / on delivery note / on the invoice

**3. Terms applicable**

3.1 The express provisions of this Agreement shall apply to the sale of the Goods by the Seller to the Buyer. Any provisions not set out in this Agreement, including those of the Buyer which the Buyer applies or purports to apply, shall not be the terms and conditions concerning the sale of the Goods by the Seller to the Buyer however such provisions are introduced (including but not limited to provisions included on purchase order(s), confirmation of order or similar documents) ("Buyer's Provisions"). For the avoidance of doubt, the Buyer acknowledges and agrees that the Seller shall not be bound by any of the Buyer's Provisions.

3.2 The order for the Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to the provisions of this Agreement.

3.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of this Agreement.

3.4 Any variation to the provisions of this Agreement (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by the Seller.

**4. Description**

The Buyer acknowledges and agrees that any description which is given or applied to the Goods:

4.1 is only for the purpose of identifying the goods; and

4.2 shall not make this Agreement a sale by description; and

4.3 is not relied on by the Buyer when entering into this Agreement.

**5. Price**

The Buyer shall pay the Price for the Goods as is stated on the invoice and not as stated in any quotation, estimate, documentation or given orally.

**6. Payment**

6.1 All payment for the goods shall be Cash on Delivery unless agreed beforehand in writing by the Seller

6.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Buyer.

6.3 If payment is not received by the due date, the Seller shall be entitled:

6.3.1 to charge interest on the outstanding amount at the rate of 5 percent per annum above the base lending rate of National Westminster Bank PLC, accruing daily;

6.3.2 to require that the Buyer make a payment in advance of any delivery not yet made;

6.3.3 not to make any delivery.

**7. Delivery**

7.1 The Seller shall deliver the Goods to the address of the Buyer on the Delivery Date.

7.2 Where Goods are delivered by an independent carrier instructed by the Buyer, delivery to the carrier shall be deemed to be delivery to the Buyer.

7.3 The cost of delivery shall be in addition to the Price. The cost of delivery shall be as stated on the invoice. The cost shall be payable at the same time and in the same manner as the Price.

7.4 In the event of an order not being accepted on delivery a charge of 10% of the invoice value or £35 (whichever is the greater) will be made to partially cover transport and other costs and will be payable immediately.

7.5 For the avoidance of doubt, the Delivery Date or other date given under this Agreement is no more than an estimate, and shall not be of the essence. No liability is accepted for failure to meet delivery dates.

**8. Risk**

The risk in the Goods shall pass to the Buyer on the Delivery Date.

**9. Property**

The property in the goods shall not pass to the Buyer until the Seller has received the payment of the Price plus VAT (and any other sums that are due and owing to the Seller), whether or not delivery has been made.

**10. Retention of title**

10.1 Notwithstanding delivery to the Buyer, the Seller shall be legally and beneficially entitled to the ownership of the Goods until payment of all the debts owed by the Buyer to the Seller. Until such payment, and subject to the following provisions, the Buyer holds the goods as bailee of the Seller and owes to the Seller the normal fiduciary obligations of a bailee by way of custody in respect of the goods. Insofar as the Buyer shall or shall purport to, offer for sale and sell the Goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Seller. The Seller shall, by reason of the said relationship of bailment between the Buyer (as bailee) and its self (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the Buyer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Buyer in a separate and identifiable form. The proceeds shall not be paid into an overdraft bank account. Upon receipt of the proceeds of sale, the Buyer shall discharge the debt due to the Seller and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

10.2 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up to the Seller such of the Goods as have not ceased to be in existence or resold. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

10.3 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" until the date that property in the Goods passes from the Seller.

**11. Acknowledgement of examination**

The Buyer acknowledges and agrees:

11.1 the Seller has given the Buyer a reasonable opportunity to inspect the Goods;

11.2 that the Buyer has inspected the Goods;

11.3 that the Buyer has satisfied himself as to the condition of the Goods;

11.4 that the Seller has not given any warranty or condition as to the quality or fitness for any purpose of the Goods;

11.5 that all conditions or warranties, express or implied (whether by statute or otherwise) are expressly excluded;

11.6 that delivery of the Goods to the Buyer shall be conclusive evidence that the Buyer had examined the Goods and that the Goods are in conformity with the contract description, in good order and condition, of satisfactory quality and fit for any purpose for which they may be required.

**12. Defects**

12.1 The Buyer shall note any claim for damage to the Goods at the time of delivery and shall confirm such claims in writing to the Seller within seven days of delivery. Compliance with this requirement shall be a condition precedent to any claim for damaged goods.

12.2 The Seller will, at its option, either make good by repair or the supply of a replacement, defects notified under clause 12.1 above provided that the Seller is satisfied that the defects arise solely from faulty design, materials or workmanship and the Goods claimed to be defective are returned to the Seller.

12.3 The repaired or replacement Goods will be delivered to the Buyer to the original place of delivery, but otherwise subject to the provisions of this Agreement

12.4 As an alternative to clause 12.2, the Seller shall, in its absolute discretion, be entitled to return the Price to the Buyer if the Buyer has already paid the Price when the claimed defect is notified by the Buyer to the Seller.

12.5 The remedy provided in this clause is without prejudice to the other provisions of this Agreement, including, without limitation, clause 13 below.

**13. Liability**

13.1 The Seller shall not incur or accept any liability concerning any representation made by the Seller (or made on the Seller's behalf) to the Buyer (or any person acting on behalf of the Buyer) prior to the making of this Agreement where such representation was made or given in relation to the "Conditions";

13.2 The Seller shall not accept any liability to the Buyer concerning any express term or provision of this Agreement where such a term relates to the "Conditions";

13.3 All terms, conditions or warranties implied by statutory or common law relating to the "Conditions" are excluded from this Agreement to the fullest extent permitted by law;

13.4 The "Conditions" shall mean:

13.4.1 the correspondence of the goods with any description; and/or

13.4.2 the quality of the goods; and/or

13.4.3 the fitness of the goods for any purpose(s) whatsoever (whether made known to the Seller or not).

**14. Termination**

Without prejudice to any other right or remedy it might have, either party may terminate this Agreement at any time by notice in writing to the other party ("Other Party"), such notice to take effect as specified in the notice:

14.1 if the Other Party is in breach of this Agreement and, in the case of a breach capable of remedy within 28 days, the breach is not remedied within 28 days of the Other Party receiving notice specifying the breach and requiring it to be remedied, or

14.2 if the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or an administrative receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

**15. General**

15.1 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

15.2 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

15.3 Assignment

Subject to the following sentence, the Buyer party may not assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the Seller. The Buyer may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the Seller to be bound by the obligations of the Buyer under this agreement.

15.4 Entire agreement

This Agreement contains the whole agreement between the parties. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

15.5 Waiver

No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

15.6 Set off

Where a Party has incurred any liability to the Other Party, whether under this Agreement or otherwise and whether such liability is liquidated or unliquidated, that Party may set off the amount of such liability against any sum that would otherwise be due to the other Party under this Agreement.

15.7 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

15.8 Interpretation

In this Agreement unless the context otherwise requires:

words importing any gender include every gender;

words importing the singular number include the plural number and vice versa;

words importing persons include firms, companies and corporations and vice versa.

15.9 Notices

15.9.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant party set out at the head of this agreement, or to the relevant facsimile number as that party may from time to time notify to the other party in accordance with this clause. The facsimile number of the Seller is as set out on the invoice.

15.9.2 Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of airmail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile about and confirming that all pages were successfully transmitted).

15.9.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

15.10 Language

This Agreement is made only in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

15.11 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

15.12 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.