

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“**Company**” means Clarke Rendall Business Furniture Ltd (Registered No: 2742559)

“**Contract**” means any Contract between the Company and the Customer for the Sale of Goods, incorporating these Conditions

“**Customer**” means the person(s) firm or Company who purchases Goods from the Company.

“**Goods**” means any Goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them)

## 2. CONTRACT

2.1 A Contract shall be made between the Company and the Customer and deemed to be accepted by the Company when written acknowledgement of order is issued by the Company.

2.2 Any variation to the original Contract specification or price must be confirmed by the Customer in writing and accepted by the Company in writing.

2.3 Subject to any variation the Contract will be subject to these conditions to the exclusion of all other terms and conditions (including any terms and conditions that the Customer purports to apply under any purchase order, confirmation of order, specification or other Document)

2.4 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods. It is the Customer's obligation to ensure that the terms of its order and any applicable specifications are complete and accurate.

2.5 Any quotation made by the Company is given subject to the conditions. Without prejudice to the Company's right not to accept an order, quotations will be valid for 30 days from date of issue.

2.6 The cancellation of any order will only be accepted at the discretion of the Company and must be in writing. The Company will not accept cancellation of any order for any product, if manufacture of the product has started, the cost of materials and labour to date will be calculated and advised as the cancellation value. Deposit / Initial / Interim Claim payments will not be refunded under any circumstances following cancellation of an order. If the Deposit / Initial Claim Invoice has not been paid as per the terms of our Order Acknowledgement and the order is cancelled prior to Drawing Approval, this invoice must be paid in full and will be taken as the cancellation value. Any variation to this will be at the discretion of the company.

2.7 Storage of furniture – we will store the furniture free of charge for one week beyond the agreed delivery and installation dates. If site is not ready after this time the furniture will be moved to an off-site storage facility and charged at a rate of £150.00 + VAT per week. At this point the balance invoice will be raised and payment due as per the terms of your Order Acknowledgment. A formal order instruction will be required separately to cover the storage charges. Payment of storage charge invoices will be due within 7 days of the invoice date.

## 3. DESIGN AND MANUFACTURE

3.1 Although the Company takes every precaution to ensure that designs, drawings and the manufacturing qualities meet stringent standards, the Company cannot be held responsible for excessive and incorrect usage.

3.2 All designs and information are subject to the existing copyright agreement, which states they may not be reproduced in any form without prior written consent.

3.3 The Company shall have no liability under these conditions in respect of wood that is a natural material. There may be slight differences between the finishes of samples supplied and the manufactured product. The Company cannot therefore guarantee an exact match.

## 4. SPECIFICATION

4.1 The Company reserves the right to change Materials specification as it sees fit.

## 5. PRICING

5.1 Unless otherwise agreed by the Company in writing the price for the goods shall be the price set by the Company on the date of delivery or deemed delivery of the Goods.

5.2 The Company will not accept responsibility for errors in price or description of products that may arise within printed price lists and publications used by the Company.

5.3 The standard practice of the Company is to publish prices exclusive of Value Added Tax, which is charged at the current rate on the nett invoice value.

5.4 Where a price has been agreed and accepted outside the Company's normal trading terms the Company has the right to levy a surcharge on the outstanding balance up to a maximum of 20% of the Minimum Order Value

## 6. MINIMUM ORDER VALUE

6.1 The Company's minimum order value is £1000 + VAT. All orders below this value will incur a delivery charge. Price on Application.

6.2 The Company reserves the right not to accept any order below this value if it is deemed not to be viable.

## 7. PAYMENT TERMS

7.1 All furniture Orders – A minimum 30% of the quoted price shall be invoiced and is payable on acceptance of order and work, neither Construction Drawing nor manufacture will commence until the initial payment is received. The remaining 70% of the Contract price shall be invoiced on completion of work and is payable 30 days nett.

7.2 Staged Payments will be required on all package orders, this will be shown on the Quote and Order Acknowledgment.

## 8. DELIVERY AND INSTALLATION

8.1 The Company will arrange for delivery and installation of the Goods by its own transport and installers or by an independent carrier to a mainland UK destination as advised by the purchaser. The Company reserves the right to deliver any Goods in instalments. The Company will endeavour to meet delivery dates but shall be under no liability of any kind if it fails to meet any such dates, whatever the cause of failure and whether such cause is within the Company's control or not.

## 9. EXCLUSION AND LIMITATION OF LIABILITY

9.1 The Company's total liability in Contract (including negligence or breach of statutory duty) shall be limited to the price of the Goods.

9.2 The Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect) or consequential loss or damage, costs expenses or other claims for consequential compensation or loss or damage howsoever caused which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for any economic loss, claim for damages or awards howsoever arising.

## 10. PASSING OF RISK AND LEGAL TITLE

10.1 The Goods shall be at the risk of the Customer from the time of delivery.

10.2 Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until payment in full, in cash or cleared funds, for all Goods, has been received by the Company.

10.3 Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:

a) The Customer shall hold the Goods as Bailee for the Company.

b) The Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods separately from any other Goods and ensure they are clearly identifiable as the Company's Goods.

c) The Company may at any time, on demand and without prior notice, if payment for the Goods is overdue, the Company may repossess (for that purpose the Company may enter any premises owned or occupied by the Customer) or re-sell the Goods if the Customer enters into Bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986.

d) The Company hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customer's business and to pass title in the Goods to its Customers if they are purchasers in good faith. This right shall cease on the occurrence of any event set out in "c" above and/or if any sum owed to the Company by the Customer is not paid when due.

e) If the Customer sells the Goods prior to paying the full price the Customer shall hold the proceeds of the sale in a separate bank account. At the Company's request the Customer shall assign to the Company all claims that the Customer may have against purchasers of the Goods from the Customer and make purchasers aware of the Company's Conditions of Sale.

## 11. WARRANTY

11.1 The Company warrants to the original Purchaser that the Goods are free from defect in material and workmanship under normal and proper use and service for a period of three years. Notice of any defect must be notified to the Company within 7 days of delivery and installation. The Company's examination must find the product to have been defective or this warranty will be of no effect. This warranty does not apply in respect of damage caused by misuse, neglect or accident nor if Goods have been repaired or modified by anyone other than the Company or its authorised representative.

## 12. FORCE MAJEURE

12.1 The Company reserves the right to suspend or cancel the Contract in whole or in part if manufacture or delivery is prevented or delayed due to any circumstances beyond the Company's control i.e acts of God, flood, lightning, war, revolution, act of terrorism, riot or civil commotion. The Company may upon reasonable notice terminate or amend this Contract in such manner as is reasonable within the circumstances.

## 13. LAW AND JURISDICTION

13.1 This Contract shall be governed by and be construed in all respects in accordance with English Law and all disputes and claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.