

JARRETT FURNITURE LTD STANDARD TERMS AND CONDITIONS OF SALE

Applicable to Jarrett Furniture Ltd and any Company which is a subsidiary thereof as defined by s.736 of the Companies Act 1985.

1. CONTRACTS

(a) Contracts are made and orders are accepted only upon and subject to these Conditions of Sale. All other conditions are hereby excluded unless expressly accepted in writing by Jarrett Furniture Ltd (hereinafter called 'the Sellers').

(b) In entering into a contract with the Sellers, the Buyer acknowledges that the contract has not been induced by any representations orally or in writing made by the Sellers, their servants or agents.

(c) No quotation, estimate or tender given or made by the Sellers shall form an offer capable of acceptance by the Buyer. A binding contract for sale shall only be created upon the acceptance in writing by the Sellers of the Buyer's order or other offer to purchase.

(d) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Sellers shall be subject to correction without any liability on the part of the Sellers.

2. PRICES

(a) Unless expressly stated in any quotation issued by the Sellers to the Buyer, all prices quoted are for delivered goods. Any applicable value added tax or any other sales tax or excise duties paid or payable by the Sellers shall be added to the price and shall be payable by the Buyer.

(b) Firm price quotations are valid for a period of one month only from the date of quotation or proforma invoice. The Sellers may, at their absolute discretion, accept or reject any order placed by the Buyer.

(c) In the event of the Buyer cancelling a part of the order in accordance with the provisions of Clause 14, the Sellers reserve the right to revise the price or prices quoted for goods already delivered.

(d) The Sellers reserve the right to review the contract price(s) in the event of devaluation of the pound sterling or fluctuation in the rates of foreign exchange.

3. CONDITIONS OF WARRANTIES

- (a) Where samples of goods or colour charts are provided, these are submitted only as indicative of the class, size or colour of goods quoted for and sales of goods shall not be by reference to any such samples or colour charts.
- (b) Where the Buyer supplies own materials to be used within the manufacturing process of the order, they must comply with the necessary governing laws relating to fire regulations. The Sellers exclude any liability arising where such materials are not suitable for such use.
- (c) Where the Buyer supplies lengths of fabrics to be used within the manufacturing process they must only be guided by lengths specified in quotations and proforma invoice's. All fabric length guides shown are based on a fabric being of 140cms in width and do not take into account any pattern repeats.
- (d) Where the Buyer supplies wood colour samples, these are submitted only as indicative of the stain colour. Finished colours may vary slightly depending on natural grains. The Sellers will match to as near as possible in colour only.
- (e) Whilst all description and illustrations of the goods in (Inter alia) site pages, specification sheets and booklets provided by the Sellers have been carefully prepared, they are intended nevertheless for general guidance only and do not form part of any contract for sale of goods and no responsibility is accepted for any errors of omissions therein or for any loss or damage resulting from reliance on such descriptions and illustrations.
- (f) All conditions, warranties, terms and obligations, whether expressed or implied by statute, common law, custom or otherwise (including, without prejudice to the generality of the foregoing, any warranty or condition as to the merchantable quality or fitness for any particular purpose of the goods) are excluded to the fullest effect permitted by law. In particular the Sellers make no representations, conditions or warranties as to the extent that timber and/or timber products supplied by the Sellers to the Buyer are suitable or fit for the purpose or purposes for which the Buyer intends to use them and the Sellers exclude all liability arising where such timber and/or timber products are not suitable for such use.
- (g) Where the Sellers agree to provide a specially designed plan, the Buyer agrees that he is obliged to check the accuracy and suitability of the plan and that the Sellers shall not be liable for any omissions or inaccuracies in the measurements given. Any plan drawn up by the Seller is, and remains, their property and may not be reproduced in whole or in part without written consent.

4. DELIVERY BY THE SELLERS

(a) Any dates quoted for delivery of the goods are approximate only and the Sellers shall not be liable for any loss or damage howsoever caused by reason of any delay in delivery of the goods.

(b) Where goods are offered for delivery to a site, the Sellers' obligation is to deliver as near to the site as safe hard roads permit with a minimum of one delivery man, optional second delivery man will be discussed between the Buyer and Seller prior to delivery and will incur an extra charge.

(c) The Sellers reserve the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract save that the delivery of further instalments may be withheld until goods contained in earlier instalments have been paid for in full.

(d) Where goods are held by the Sellers awaiting delivery instructions, they may be subject to a storage charge - see 'Deliveries'.

5. DAMAGE, LOSS, SHORT DELIVERY

(a) On delivery, the Buyer shall examine the goods for defects and completeness. Thereafter no claim for damage in transit, or shortage in delivery or for loss of goods will be entertained unless, in the case of damage, a separate notice in writing is given to the driver or to the Sellers within 7 days of delivery; or, in case of loss of goods, a separate notice in writing and a claim is given to the Sellers within 7 days of the date of the Sellers Invoice to the Buyer. In all cases a signature 'unexamined' shall be deemed to be an unconditional acceptance of the goods.

(b) The Sellers shall not in any circumstances be liable, whether in contract or tort, to the Buyer for any indirect or consequential loss or damage (including, without limitation, loss of profits, loss of contracts or damage to property) or for any claim against the Buyer by any third party and the guarantee given by the Sellers hereunder shall not be transferable to any person.

(c) The Sellers liability for damage or non-delivery of goods duly notified in accordance with the above shall in any event be limited to replacement of the goods within a reasonable time (or, at the Sellers option, refunding the price thereof) whether the damage or non-delivery is to the Sellers negligence or otherwise.

6. SALES TO ARRIVE

Sales made 'to arrive' are subject to shipment and the safe arrival of goods at the designated port. Any variation in the total of the war risk insurance rate or of any charge, tax, levy, duty or import on the goods shall be for the Buyers account

7. DEFECTIVE GOODS. LIMITATION OF LIABILITY

The Seller warrants that Goods will conform in all material respects to the specification and will be free from defects in design, material and workmanship under normal conditions of use for 12 months from delivery, provided that the defect is not attributable to fair wear and tear or any fault or damage arising from impact, modification, accident, neglect, abnormal working conditions, inappropriate working conditions, inappropriate use or treatment, incorrect handling or exposure to such other substances as may be injurious to such materials.

If the Buyer claims or detects a defect in the goods, the Buyer will either return those goods to the Sellers or, if the goods are retained by the Buyer, indemnify and keep the Seller, indemnified against all liability and claims which may arise out of or incidental to the defect.

The Seller shall not be liable for a breach of the warranty or any other warranty condition or guarantee If:

- a) the total price for the Goods has not been paid by the due date for payment;
- b) the Buyer makes any further use of such Goods after giving such notice;
- c) the defect arises because the Buyer failed to follow The Sellers oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or
- d) the Buyer alters or repairs the Goods without the prior written consent of The Seller.

If delivery is not refused, and the Buyer does not notify The Seller in writing within 7 days from receipt of goods the Buyer shall not be entitled to reject the Goods and The Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract. In no event shall the Buyer be entitled to reject the Goods on the heels of any defect or failure, which is so slight that it would be unreasonable for him to reject them.

The Sellers sole liability for breach of the warranty set out shall be at The Sellers option to repair or replace defective Goods, or to refund the Contract price. If The Seller complies with this condition The Seller shall have no further liability for any breach of the warranty in respect to such Goods.

Any Goods replaced or repaired by The Seller shall be guaranteed on these terms for the unexpired portion of the 12 month period.

Nothing in these Conditions excludes or limits the liability of The Seller for death or personal injury caused by The Sellers negligence or fraudulent misrepresentation.

8. GOODS SOLD 'TO ARRIVE'

(a) For goods sold 'to arrive', instructions for delivery shall be given in time for them to be carried out upon arrival. In the absence of such instructions the provisions of Clause 5(c) hereof shall apply.

(b) The cost of sea freight is excluded in all prices.

9. TERMS OF PAYMENT

(a) Unless otherwise agreed in writing, the price for the goods shall be paid by the Buyer in cash 50% when ordered and 50% outstanding balance 2 weeks prior to delivery and in default the Sellers shall be entitled to withhold delivery until payment is received in full. In the case of non-cash sales, unpaid cheques or accounts not settled by due dates, the Sellers shall be entitled to charge and recover interest from the Buyer on the price of the goods calculated at the rate of four per cent per annum above the National Westminster Bank base rate from time to time from the due date until date of full payment.

(b) The discounts allowable to the Buyer are those shown on the Sellers quotation or order acknowledgement only, and, unless expressly agreed in writing, no other discounts or commissions are to become due or allowable to the Buyer (any previous course of dealing between the parties notwithstanding).

10. LATE PAYMENT

(a) When payment of any of the Sellers invoices is overdue or in the case of an unpaid cheque (dishonoured cheque), the Sellers may suspend its performance of the contracts to which the invoice relates and/or of any other contract then subsisting between the Sellers and the Buyer.

(b) In the event of legal action being taken by the Sellers against the Buyer for breach of payment obligations hereunder, the Buyer shall be responsible for all costs and disbursements incurred by the Sellers on a full indemnity basis.

11. RISK AND LIABILITY

(a) Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Sellers have

tendered delivery of the goods. For the purposes of this Clause, 'delivery' shall mean the arrival of the goods at the place of delivery of the Buyer where delivery is by the Sellers.

12. RETENTION OF TITLE

(a) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Sellers have received in cash (or cleared funds) payment in full of the price of the goods and all other goods agreed to be sold by the Sellers to the Buyer for which payment is then due.

(b) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Sellers fiduciary agent and bailer, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Sellers property. Until that time the Buyer shall not be entitled to resell or use the goods in the ordinary course of its business, but if sold the Buyer must account to the Sellers for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in a case of tangible proceeds, properly stored, protected and insured.

(c) Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Sellers shall be entitled at any time to collect the goods.

(d) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Sellers, but if the Buyer does not so, all monies owing by the Buyer to the Sellers shall (without prejudice to any other right or remedy of the Sellers) forthwith become due and payable.

13. CUSTOMER CANCELLATION OF ORDERS

Contracts and orders and parts thereof may be cancelled only by the Sellers written acceptance of such cancellation. Where the Sellers accept such cancellation, the Sellers reserve the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where the Sellers do not accept such cancellation, they, the Sellers, reserve the right to recover the invoice price from the Buyer and to charge the Buyer with additional losses both direct and indirect resulting from such cancellation. In any case, where the Sellers were required to place a deposit with a

manufacturer or supplier in respect of an order, the Sellers may require the Buyer to reimburse such sum in the event of cancellation.

14. LENGTHS

(a) The sellers reserve the right to make a cutting charge in respect of all cutting to size and if the Sellers are unable to meet exact length specification for fabric, they reserve the right to supply and charge for the nearest available length up.

(b) Measurements of size, weight or finish of goods are nominal in accordance with normal trade usage and the Sellers do not accept liability for variation due to normal manufacturing processes or the cutting to size of the goods.

15. CONSENTS

The obtaining of any necessary consents for the installation of the goods, whether from local or other authorities or for ensuring that the installation of the goods is in accordance with the provisions of any by-laws, regulations or statutes shall not be the responsibility of the Sellers.

16. FORCE MAEJEURE

The Sellers shall not be liable to the Buyer or be deemed in breach of contract by reason of any delay in performing, or any failure to perform, any of the Sellers obligations in relation to the goods, if the delay or failure was due to any cause beyond the Sellers reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Sellers control;

(a) act of God, explosion, flood, tempest, fire or accident;

(b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(d) import or export regulations or embargos;

(e) strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Sellers or of a third party);

(f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;

(g) power failure or breakdown in machinery.

17. INSOLVENCY, BANKRUPTCY

The Sellers shall have the right to terminate the contract forthwith where the Buyer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a

receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases the Sellers shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

19. LAW

These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts

JARRETT FURNITURE LTD IMPORTANT INFORMATION CHAIRS

POLISHED & UPHOLSTERED IN COM/COL We can either polish to one of our standard wood tints and on orders where the quantity is over 20 pieces we can match the tint to a wood sample. Please bear in mind when supplying wood samples of different types of wood that the natural grains can slightly affect the final tint of the wood and that the grain on a wood sample will not necessarily be replicated. Please ensure that your sample is at least 2" x 2".

COM – Customers own material & COL – Customers own leather

As our furniture is sold into many different applications and markets, please ensure the suitability of your chosen fabric for your intended use. If you are supplying fabric for a contract order where the chairs will be for public use i.e. Hotels, Restaurants and Bars, please ensure that the fabric meets with the necessary fire regulations. All contract fabric must comply with BS5852 Ignition Source 5. Stylematters Limited will not undertake responsibility for ensuring that fabric being supplied to us meets with these requirements. Do however check with your local fire officer if you have any doubts as BS7176 is essentially a guide and different degrees of flame retardancy can be requested because of the risks perceived in the premises.

All our foams are of the (CMHR) combustion modified high resilience specification.

TABLES

Unless otherwise stated, all table bases are supplied put together with tops regardless of how they are illustrated.

ORDER TERMS & CONDITIONS

Our standard terms and conditions of sale apply to all orders, a copy of which you will find enclosed.

On contract finished orders we require 50% of the full order value (including vat) as a deposit. Outstanding 50% of balance is due 2 weeks prior to delivery. Should the order be cancelled once in progress we reserve the right to deduct any expenses incurred from this deposit prior to making any refund. We may also require a deposit if we are ordering special items that are not part of our normal supply.

We require all orders confirmed in writing. We will acknowledge orders by return confirming all details of the order together with confirmation of prices and delivery.

Delivery of contract finished orders is normally approximately 4-7 weeks from receipt of written order, fabric, any wood samples being provided by you and deposit due. Orders are not processed until these have been received. Stock items are normally delivered within 1-3 weeks.

DELIVERIES

Most of our products are made to order and assembled in the UK and in Italy, these are normally assembled to order and dispatched using our hired vehicles nationwide within 4-7 weeks from receipt of order. If you have an urgent requirement we can find out the exact lead time at the time of ordering on request of the Buyer as this lead time may be able to be reduced. Delivery is charged at price shown on Quote & Proforma – this varies depending upon total Cubic Metres ordered and destination of delivery.

We will deliver direct to site with either a one man or two man delivery service dependant upon arrangements made between buyer and seller prior to delivery. Please also ensure that all areas are free of obstacles to ensure ease of delivery. If sites are still undergoing refurbishment and the work is still to be completed, there must be a safe and secure area for storing the products.

Styl matters Limited reserves the right to charge for storage of orders at a rate of £3.50/cbm per week or part thereof should you not be in a position to take delivery of the order on the scheduled delivery date.