

# INISIGHTFUL ENVIRONMENTS CONDITIONS OF SALE (the "Conditions")

All transactions between on the one hand Steelcase (South-East) Ltd (trading as Insightful Environments), Steelcase Plc and associated companies having their registered office at: 77-79 Farringdon Road, London, EC1M 3JU, and, on the other hand, their customers, shall be subject to the following terms and conditions:

## 1 - DEFINITIONS

1.1 – For the purpose of these Conditions and the transactions relative thereto the following words shall have the following meanings:

- "Acceptance" means a written acknowledgement by the Company accepting an Order;
- "Company" means Steelcase (South-East) Ltd (trading as Insightful Environments), Steelcase plc, Steelcase (London) Ltd, Steelcase (Manchester) Ltd and associated companies;
- "Customer" means any person, body of persons or company with whom the Company enters into a Contract for the supply of goods or provision of services;
- "Contract" means any Contract for the supply of goods (or the provision of services) as constituted by an Order and an Acceptance and may but will not unless expressly stated include at any time quotations and specifications in relation thereto;
- "Goods" means all goods, materials and where the context permits services supplied by the Company pursuant to a Contract;
- "Order" means an Order by the Customer, verbal or written, for the supply of Goods (or provision of services) by the Company;
- "Warranty" or "Warranties" bears the meaning given to it in Clause 10.2 of these Conditions.

## 2 - GENERAL

2.1 – The Company which expression includes its assignees and successors in title makes all Contracts and submits all quotations subject to these Conditions only and to the exclusion of any other terms of any Customer unless expressly agreed in writing by the Company.

2.2 – No waiver by the Company of any of these Conditions in relation to a specific Contract shall be taken to apply to any other or further Contract.

2.3 – Contracts are not assignable by the Customer without the Company's prior written consent (which may be conditional).

## 3 - ORDER PROCEDURE

3.1 – Following the issue of a quotation by the Company, the Customer may raise an Order with the Company.

3.2 – If the Company then issues an Acceptance to the Customer, a Contract is made.

3.3 – No Contract will be binding upon the Company until confirmed by the issue of the Acceptance by the Company. The Company's quotations are guides only and are not offers capable of being accepted.

3.4 – It is the Customer's responsibility to check promptly that the Acceptance reflects the Customer's requirements.

3.5 – The Customer may not cancel any Order once accepted in writing without the written consent of the Company, and the Customer will in any event be liable to the Company for all expenses or loss (including loss of profit) incurred by the Company in relation to any such cancellation.

3.6 – All technical drawings, reports and any other information or documents whatsoever which the Company has submitted to the Customer in the course of, or prior to the formation of, the Contract and all copyright and other intellectual property rights therein remain the sole property of the Company and may not be used except in connection with the operation, maintenance and use of the Goods, may not be disclosed to third parties and are to be returned on demand.

A stylized, handwritten-style logo consisting of the lowercase letters 'i' and 'e' joined together. The 'i' has a dot above it, and the 'e' is a simple, rounded shape. The logo is positioned at the bottom right of the page, above a thick horizontal line.

#### 4 - PRICES

- 4.1 – The Company's prices are exclusive of any applicable taxes such as VAT unless otherwise stated.
- 4.2 – Installation and other services are not included in quoted prices unless specifically stated.
- 4.3 – The Company reserves the right to make reasonable increases in quoted prices to take account of unforeseen increases in costs of material or labour.

#### 5 - DELIVERY

- 5.1 – Any delivery dates given are business estimates only and the time and date of delivery shall not be of the essence and the Company shall be under no liability for any direct or indirect loss incurred through any failure to deliver on the estimated date.
- 5.2 – All Goods comprised in any Contract may at the option of the Company be delivered and/or invoiced separately.
- 5.3 – All Goods, other than those in knock-down or packaged form, must be examined and signed for by and on behalf of the Customer immediately upon delivery. Glass and table tops, other than those delivered in packaged form, are to be signed for separately and should be examined (because of their high value and the potential for damage after delivery) at the time of delivery itself.
- 5.4 – Any claim for non-delivery of any Goods shall be notified in writing by the Customer to the Company within three working days of the estimated date of delivery.
- 5.5 – Where inspection in accordance with Clause 5.3 above is not applicable (i.e. Goods are in knock-down or packaged form) any claim that any Goods have been delivered damaged, or do not comply with their description, shall be notified by the Customer to the Company within three working days of delivery. If it is not reasonably practicable for the Goods to be unwrapped within three working days of delivery then the time period shall be extended to three working days from the time that the particular Goods are actually unwrapped. If packaging is visibly damaged, notification shall be made at or immediately after the time of delivery, even if it is not then practicable to establish whether actual damage has occurred to the Goods.
- 5.6 – Any alleged manufacturing defect shall be notified by the Customer to the Company within five working days of the delivery of the Goods, or in the case of any defect which is not reasonably apparent upon inspection, within five working days of the date on which such defect should have come to the Customer's attention, and in any event within the Warranty period applicable to the particular Goods.
- 5.7 – Any claim under this Condition 5 must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.
- 5.8 – The Company shall be afforded reasonable opportunity and facilities to investigate any claim made under this Condition 5 and the Customer shall, if so requested in writing by the Company, make available any Goods which are the subject of any claim, and any packing, securely packed for collection from the Customer's premises for examination by the Company.
- 5.9 – Delivery of Goods is via the Company's standard mainland delivery service and is tailboard (drop-ship) only to the Customer's premises within the United Kingdom and Eire. In any other case, it is the responsibility of the Customer to advise the Company of its delivery requirements and reasonable additional costs of delivery may be charged by the Company. Deliveries or replacements of Goods direct to a third party at the Customer's request will incur additional carriage charges.
- 5.10 – If the Customer is unable or fails to accept Goods for any reason, or if the Company is unable to deliver owing to inadequate delivery instructions being provided by the Customer, the Company may deliver the Goods ex-works and so notify the Customer (which shall constitute due delivery) and the Company may deliver an invoice for such Goods and further look to the Customer for all costs, charges and expenses incurred by the Company including but not limited to storage and handling expenses.

#### 6 - RISK, TITLE AND INSURANCE

- 6.1 – The Goods shall be at the Customer's risk as soon as they have been delivered in accordance with the particular Contract applicable to those Goods.
- 6.2 – In spite of delivery having been made, property in the Goods shall not pass from the Company until:
- 6.2.1 – the Customer shall have paid the price plus VAT or any other applicable taxes or duties in full; and
- 6.2.2 – no other sums whatever shall be due from the Customer to the Company.
- 6.3 – Until property in the Goods passes to the Customer in accordance with Clause 6.2, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods



(at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property.

6.4 – Notwithstanding that the Goods (or any of them) remain the property of the Company, the Customer has subject as set out below, the consent of the Company ("Consent to Deal") to sell or deal with the Goods in the ordinary course of the Customer's business at full market value. The Company may at any time revoke its Consent to Deal by notice in writing to the Customer specifying the Goods to which the revocation relates. The Customer Consent to Deal with Goods shall automatically be revoked in the following circumstances:

6.4.1 – the Customer becomes unable to pay its debts as they fall due, commences negotiations with its creditors in an attempt to adjust or reschedule its indebtedness or ceases to conduct business.

6.4.2 – proceedings are commenced for an order to be made or a resolution to be passed for the winding up of the Customer or for an order for the appointment of an administrator to manage the affairs, business or property of the Customer or such administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Customer's undertaking or assets or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitles the court to make a winding up order or the Customer takes or suffers any similar or analogous action in consequence of debt.

6.5 – The Company shall be entitled to recover the price (plus VAT and any other applicable taxes or duties) notwithstanding that the property in any of the Goods has not passed from the Company to the Customer.

6.6 – Until such time as property in the Goods passes from the Company to the Customer, the Customer shall upon request by the Company deliver up to the Company such of the Goods that have not ceased to be in existence or been sold by the Customer. If the Customer fails to do so the Company may enter upon any of the premises owned or occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under Clause 6.4 shall cease.

6.7 – The Customer shall be liable to indemnify the Company in full for all costs, charges and expenses (including legal costs) incurred by the Company in exercising said right to repossess or sell the Goods.

6.8 – The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

6.9 – Notwithstanding that property and title in and to the Goods has not passed, the risk of loss or damage to the Goods shall pass to the Customer on delivery. The Customer shall insure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of the Company until the date that the property in the Goods passes from the Company, and shall whenever requested by the Company, produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so, all sums owing by the Customer to the Company shall forthwith become due and payable.

## 7 – INSTALLATION

7.1 – Where the Contract includes installation services the Company will generally be responsible for fitting Goods on site and placing where necessary, but the following requirements must be met by the Customer:

7.1.1 – access to the installation site must be level & within 10 Metres of vehicular access;

7.1.2 – where the installation area is part of a building comprising of different levels, a lift and access to that level must be made available;

7.1.3 – the area designated for installation must be cleared of all contractors' materials and debris.

7.2 – The Company shall not be responsible for damage caused to the Goods, once installed, by the fault or negligence of other contractors or any other third party.

7.3 – Normal working hours are 8.00am to 5.00pm Monday to Friday (excluding public holidays). Installations undertaken outside these hours are charged at prevailing overtime rates applicable at that time, as agreed with the Customer.

7.4 – The Company may pass to the Customer any reasonable additional expenses or charges incurred as a result of the Customer's failure to provide unimpeded access or accurate information regarding the premises where Goods are to be installed and where a return visit is required through no fault of the Company, the Customer shall be charged for such additional visit at the prevailing hourly rate applicable at that time.



## 8 – SPECIFICATION

8.1 – The Company reserves the right to make without notice any changes in materials, specifications, or design of the Goods which having regard to all the circumstances it considers to be reasonable or desirable but which do not affect the operational requirements of the Goods and such changes shall not affect the validity of the Contract.

8.2 – Although every reasonable precaution will be taken to ensure the accuracy of such information, all descriptive matter, colours, dimensions and other documentation supplied by the Company and the descriptions and illustrations contained in its catalogues, price lists and other advertising matter are approximate only and are intended merely to describe generally the Goods. They are not, unless it is expressly so stated in the Contract, deemed to form any part or parts of the Contract and are not to be regarded as a warranty or representation.

8.3 – Although every effort will be made by the Company to match colour and materials the Company cannot guarantee that no variation in such colour or materials may occur.

8.4 – Any additional work beyond that specified in the Contract will only be carried out on the Customer's written instructions at the cost thereof as agreed between the Customer and the Company prior to the carrying out of such additional work, said cost to be in addition to the agreed Contract price.

8.5 – If any Goods are to be manufactured or any process is to be applied in accordance with a specification supplied by the Customer, the Customer shall indemnify the Company against all loss, costs, expenses, claims and damages awarded against or incurred by the Company as a result of any claim for infringement of intellectual property rights of any other person or any defect in the specification.

## 9 – PAYMENT

9.1 – Time is of the essence as regards dates for payment. Unless specifically agreed to in writing, payment shall be made by bank transfer, free of charge for the beneficiary, issuing and beneficiary banks bearing their respective costs.

9.2 – If no time for payment is specified in any particular Contract between the Company and the Customer and unless specifically agreed to in writing on our order confirmations, payment shall be made on Order of the Goods.

9.3 – In addition to the other rights of the Company, in the event of failure by the Customer to make payment on the payment due date, the Company may at its discretion:

9.3.1 – suspend or cancel delivery of Goods under the relevant or any other Contract;

9.3.2 – exclude any Warranty which would otherwise be applicable in relation to any Goods supplied to the Customer.

9.4 – The Customer shall not have the right to withhold payment in full or part of sums due in relation to any Contract by way of set off or otherwise and shall make payment in full relying upon the Company's applicable Warranty as regards any alleged defects or claim.

9.5 – Our standard payment terms are 40% on order, 60% on delivery unless otherwise agreed.

9.6 – If the account is not settled by the due date for payment the Company reserves the right (without prejudice to all its other rights) to charge interest at the rate of 5% above the base rate of HSBC Bank plc from time to time, or if that base rate ceases to exist such other comparable rate of interest as the Company may from time to time decide, from the date payment is due until receipt of payment by the Company. (This being the approximate cost to the company of delayed receipt).

## 10 – WARRANTIES

10.1 – The Company has standard warranties appropriate for different products, copies of which are available upon request.

10.2 – Where the Company supplies Goods to a Customer under a Contract, the standard warranties applicable to those Goods (the "Warranties") will be available to the Customer and the Customer acknowledges that he has had notice of the Warranties and that those Warranties are incorporated into these Conditions.

10.3 – All Warranties are deemed invalid if any third party has altered, repaired, damaged, maintained or re-installed the Goods in any way whatsoever.

10.4 – Where Warranties recommend regular maintenance of Goods, the maintenance should be carried out by Company personnel or an

approved third party. If these terms are not complied with the Warranty may become invalid.



## 11 – EXCLUSIONS

11.1 – Save as provided under the Warranties referred to in Clause 10 above, and in Section 12 of the Sale of Goods Act 1979:

11.1.1 – All terms, conditions and warranties (whether implied or made expressly, whether by the Company or its servants, agents or otherwise) relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded to the fullest extent permitted by law.

11.1.2 – The Company shall be under no liability whatever to the Customer for any indirect, special or consequential loss or damage and/or expense (whether loss of profits or otherwise) or other claims for compensation whatsoever suffered by the Customer (whether caused by the negligence of the Company, its employees or agents or otherwise) arising out of a breach by the Company of any Contract or otherwise.

11.1.3 – Under no circumstances shall the liability of the Company in relation to Goods which are the subject of any Contract exceed the Company's relevant invoice price of the said Goods.

11.1.4 – Without prejudice to the generality of the foregoing, all recommendations or advice given by or on behalf of the Company to the Customer as to the methods of installation or using the Goods and the purposes for which the Goods may be used are given without liability on the part of the Company, its servants, or agents.

11.1.5 – Under no circumstances shall the Company have any liability of whatever kind for:

11.1.5.1 – any defects arising from wear and tear, and neglect, accident or improper use by the Customer or use by the Customer otherwise than in accordance with the instructions of the Company or the Manufacturer of any Goods;

11.1.5.2 – any Goods which have been adjusted, modified, or repaired otherwise than by the Company.

11.2 – Nothing in these Conditions shall affect the liability of the Company for death or personal injury caused by its negligence or avoid any liability the Company may have under the Consumer Protection Act 1987 or under Section 12 of the Sale of Goods Act 1979.

## 12 – FORCE MAJEURE

12.1 – The Company shall not be liable for any failure in the performance of any of its obligations under any Contract caused by factors beyond its reasonable control.

12.2 – If the performance of a Contract shall be delayed due to circumstances or conditions beyond the control of the Company including without prejudice to the foregoing generality war, industrial disputes, strikes, lock-outs, riots, fire, storm, act of God, accidents, non-availability or shortage of materials or labour, or any statute, rule, bye-law, order or requisition made by any Government or Government department, local or other duly constituted authority then the time for the delivery of the Goods shall be extended for a reasonable period having regard to the effect of the delaying cause on delivery of the Goods.

12.3 – If delivery of any Goods is likely to be materially delayed by reason of the causes or events referred to in Clause 12.2 above or any of them; and

12.3.1 – the Goods have been lost, destroyed or irreparably damaged or the delay is likely to continue for so long that the Customer will need to acquire substitute Goods from a source other than the Company; and

12.3.2 – the Customer shows to the reasonable satisfaction of the Company that the conduct of its operation is likely to be seriously affected by the lack of the Goods or that the Customer is in peril of being in breach of contractual obligation to a third party then the Company shall at the request of the Customer agreed to the cancellation of the delivery of those Goods but only on the basis that the Customer has no claim against the Company.

## 13 – TERMINATION

13.1 – The Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

13.1.1 – the Customer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or

13.1.2 – where appropriate, the Customer ceases, or threatens to cease, to carry on business; or

13.1.3 – anything analogous to any of the foregoing occurs in any jurisdiction in which the Customer has a place of business; or



13.1.4 – the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

13.2 – The exercise of the Company's rights shall not prejudice or affect any accrued action or right of remedy of either party.

#### **14 – NON-PERFORMANCE BY THE CUSTOMER**

The Company reserves the right to cancel and/or delay performance of any Contract in the event of material or persistent non-performance by the Customer in relation to any Contract between the Customer and the Company.

#### **15 – INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provision herein all intellectual property rights in all and any materials, drawings, designs, exhibits, software designs, products, goods, services, prototypes, samples, presentations, exhibitions and any other matter whatsoever provided or shown to the Customer whether before the acceptance of the Customer's order or in contemplation of it or during the course of carrying out any services hereunder shall be and shall remain the property of the Company and subject as herein provided the Customer may use the same only for the purposes specified by the Company and shall not use or disclose the same to any third parties without the prior written consent of the Company and shall not copy, reproduce or otherwise imitate the same in any form whatsoever.

#### **16 – GENERAL**

16.1 – Each Contract shall be held to incorporate these Conditions and shall constitute the whole agreement between the Company and the Customer and may be waived, amended or supplemented only in writing executed jointly by a Director of the Company and the Customer.

16.2 – The Customer shall not be entitled to assign the Contract or any benefit thereunder. The Company shall be entitled to sub-contract the performance of any part of the Contract but shall remain primarily responsible thereof to the Customer.

16.3 – All contracts and dealings with the Company will be governed by the laws of England and Wales.

16.4 – The Company and the Customer agree to the non-exclusive jurisdiction of the Courts of England and Wales.

16.5 – If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

16.6 – In the event of reselling of products purchased, reseller fully understands and will abide by all U.S. laws governing the export of products, including, but not limited to regulations specified by the following: U.S. Customs, Department of Commerce, Department of Transportation (DOT), Bureau of Export Administration (BXA), Office of Foreign Asset Control (OFAC), etc. These laws specifically include the laws prohibiting sales of goods by U.S. persons to customers residing in embargoed countries or to denied persons/parties.

#### **17 – HEADINGS AND NOTICES**

17.1 – The headings in these Conditions are for convenience only and have no legal effect.

17.2 – Any notice required under the Contract or these Conditions may be delivered personally, sent first class recorded delivery post or transmitted by facsimile transmission in each case to the registered office of the party to whom the notice is addressed and any such notice shall be deemed to have been validly served by post on the expiry of 48 hours from the time of posting and if delivered personally or transmitted by facsimile transmission at the time of delivery or transmission provided that any such facsimile transmission is confirmed by letter posted within 24 hours of transmission.

A handwritten signature consisting of the lowercase letters 'i' and 'e' in a cursive, flowing script. The 'i' has a small dot above it, and the 'e' is connected to the 'i' with a continuous line.