

# Furniture & Refurbishment Ltd Terms & Conditions

## 1. INTERPRETATION

1. In these conditions:- “Buyer” means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller. “Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller “Contract” means the contract for sale of the Goods the terms of which are set out in these Conditions “Ex Works” the definition given to such terms in Incoterms 1990. “Goods” means the goods (including any instalment of the goods or any parts for them), which the Seller is to supply in accordance with these Conditions “Seller” means Furniture & Refurbishment Limited, Company Reg. No. 9281165 “Quotation” means the form setting out the price, quantity, specification and quality of the Goods “Writing” includes facsimile, e-mail and comparable means of communication
2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
3. The headings in these Conditions are for convenience only and shall not affect their interpretation.
4. Where there is any conflict between the rights and duties and obligations of the parties as set out in such definition and those set out in this Agreement then the provisions of this Agreement shall prevail.
5. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written Quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.
6. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representative of the Buyer and a Director of the Seller. The Seller’s employees or agents are not authorised to make any representation concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.
7. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon

entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

8. 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 Seller shall be subject to correction without any liability on the part of the Seller.

## **2. ORDERS AND SPECIFICATIONS**

1. The buyer will need to check with the seller whether the product is a made to order item. It may appear that an item is a standard product but if it is imported from abroad then it is deemed made to order. Other products made in the U.K. may also be deemed made to order as there are so many choices and sizes available throughout the ranges that only a few items can be regarded as a standard product if they are bought on a regular basis and kept in stock regularly . It is also important that the buyer checks the delivery time because stocks can vary with all products on an hourly basis. If the buyer requires their ordered goods within a specified timescale then they should back up their online order with an email stating the time within which they require the goods.
2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
3. The quantity, quality and description of any specification for the Goods shall be those set out in the Seller's Quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
4. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
5. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller against all loss (including loss of profits), costs (including loss of all labour and materials used), damages, charges and expenses incurred by the Sellers as a result of cancellation.

## **3. PRICE OF THE GOODS**

1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order.  
Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign fluctuation, currency regulation, alteration of duties, significant increase in costs of labour, unforeseen costs within site surveys and/or installations, materials or other costs of manufacture), any change in delivery date, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
3. Except as otherwise stated under the terms of any Quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an Ex Works basis, and where the Seller agrees to deliver the goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance except for the Seller's standard packaging.
4. The price is exclusive of any applicable value added tax and the cost of any certificate of conformity supplied, which the Buyer shall be additionally liable to pay the Seller.
5. The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

#### **4. TERMS OF PAYMENT**

1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the goods, in which event the Seller shall be entitled to invoice the buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
2. All invoices shall be paid by the Customer in accordance with the payment conditions stated on the invoice. For online payments this will be with order through the payment gateway or alternatively a pro forma invoice can be raised to make payment by bacs or bank transfer. We also have the facility to take card payments over the telephone. In the absence of specific conditions, the Customer must make payment no later than thirty days after the invoice date hereinafter: 'the payment period'. If payment is not made in the payment period, the Customer shall be in default by operation of law and

the Supplier shall impose a late-payment interest fee of 1.5% per month (one point five percent), calculated over the period the Customer is in default, all of this without any further notice of default or court intervention being required.

If, after notice of default, the Customer remains in default of its payment obligation, the claim may be put out for collection, in which case the Customer shall also be required to make full payment for all the (extra-) judicial and collection costs incurred by the Supplier, without prejudice to the Supplier's other rights.

If payment is not made in any relevant payment period, the Supplier is entitled to suspend its obligations pursuant to the contract and any other current contracts until full payment has been made, without prejudice to the Supplier's right to damages and without any obligation to compensate the Customer for any loss.

The Customer waives any right to set off any claim. Accordingly, the Customer may never evade any claim due the Supplier by reliance on any claim set-off. Each payment shall be considered to be applied first in payment of the claim outstanding for the longest period, even though the Customer states that the payment pertains to a more recent claim.

In the case of refurbishment works that are carried out over a few weeks then stage payments will be agreed.

3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
  1. Cancel the contract, suspend any further deliveries and stop any Goods in transit;
  2. Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
  3. Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8% per annum above the base rate of Lloyds TSB Plc from time to time, until payment is made in full.

## **5. DELIVERY**

1. Delivery of the Goods shall be made by the Buyer collecting the goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place provided that, if the Buyer shall not have received the Goods within 14 days of the Seller's advice note, the Buyer shall immediately inform the Seller.
2. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed in Writing by the

Seller. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

3. The Seller reserves the right to deliver orders in part or in whole. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
4. If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
5. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:
  1. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  2. Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## **6. RISK AND PROPERTY**

1. Risk of damage to or loss of the Goods shall pass to the Buyer:-
2.
  1. In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection;
  2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
  3. 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 Seller has received in cash or cleared funds payment in full of the price of:-
  4. The Goods; and
  5. All other goods agreed to be sold by the Seller to the Buyer for which payment is then due. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and

identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller 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 moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

3. 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 re-sold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
4. 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 Seller, but if the buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become payable.

## **7. WARRANTIES AND LIABILITY**

1. The Seller warrants that the Goods comply with the sale of Goods Act
2. The above warranty is given by the Seller subject to the following conditions
  1. The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
  2. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
  3. Any failure by the Buyer to comply with these Conditions shall render void any claim which the Buyer might otherwise have against the Seller;
  4. The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
  5. The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
  6. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
  7. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified by the

Buyer within 3 days from the date of receipt of the Goods. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defects or failure, and the buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8. When any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace or repair the Goods (or the part in question) free of charge, or at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
  9. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
  10. While the Seller will on request endeavour to provide technical advice and assistance concerning the Goods, all such technical advice or assistance is given gratis and the Seller assumes no obligation or liability for advice or assistance given.
  11. No express or implied warranty is given by the Seller in respect of the service life of the Goods supplied nor that they are suitable for a particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to the Seller.
3. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party) shall be regarded as causes beyond the Seller's reasonable control

## **8. INSOLVENCY OF BUYER**

1. Orders accepted by the Seller shall not be cancelled except with the Seller's consent in Writing and will be subject to a cancellation charge.
2. If the Buyer shall make default in or commit a breach of the Contract, or of any other of his obligations to the Seller, either on this contract or any others, the Seller shall have the right forthwith to determine any contract then subsisting.
3. This clause applies if:

1. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administrative order (or being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  2. An encumbrance takes possession of, or a receiver is appointed in relation to, any of the property or assets of the Buyer; or
  3. The Buyer ceases, or threatens to cease, to carry on business; or
  4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
4. If this clause applies, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, 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.
- 5.

## **9. COPYRIGHT AND CONFIDENTIALITY**

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

1. The copyright in all the Seller's documents including drawings and sketches furnished by the Seller to the Buyer for the purposes of this Contract, shall at all times remain vested in the Seller and neither they nor their contents shall be used for any purposes other than that for which they were furnished without the Seller's express written consent.

## **10. ON-SITE INSTALLATIONS**

1. The Buyer will ensure that premises where our employees or agents are installing goods, and that the plant and equipment thereon, are in a fit condition for the safe carrying out of installation work, and shall indemnify us against all loss suffered by us, and against employees or agents or any damage to our property caused by the unfitness of such premises, plant or equipment. If a permit to work of such premises, plant or equipment. If a permit to work system is in use the Buyer shall ensure correct issue. All permits and associated site access paperwork MUST be provided in advance or at the time of arrival to site, any delay in access to working areas on site or start to works will incur additional costs at our standard rates and be the sole liability of the buyer.
2. We accept no liability for any personal injury, damage to property or consequential loss caused by the defective carrying out of such installation, otherwise than in circumstances of negligence on our part.
3. Installation is understood to mean the securing on site, connection to local services (where specified specifically in the quotation) and commissioning of the goods. It is understood that any access equipment required shall be provided,



erected, maintained and dismantled by others free of charge. Installation is arranged on the understanding that our Engineers have clear uninterrupted access to the site during normal working hours. If we are required to work overtime hours the additional cost shall be borne by the Buyer. It is understood that all builder's work will be carried out by others in good time and that all services required are available within reasonable distance to be not more than 2 meters from connection point location, and provided with industry standard connections and shutoff provisions and within the shell of the building, extra charges will be incurred if services are external.

4. With regard to offloading and positioning of equipment and materials it is assumed a clear level access is available and that assistance with portage, including lifting equipment if applicable will be provided by the Buyer.
5. In the event of there being more than one interested party, inspection of the works shall be the sole responsibility under this contract of the Buyer, being the person or body issuing the purchase order. A single list of work required under the contract to complete the contract shall be issued when the installation is completed for inspection. Monmouth do not under any circumstances allow for any withholding of payment against a site installation or product defect. Any late or retained contractual remuneration due to Monmouth Scientific will cease all site operations or remedial works until such times as full payment has been made.

## **11. CANCELLATION AND RETURNS**

1. All returns are accepted at the discretion of Furniture & Refurbishment Ltd and under certain circumstances we reserve the right to refuse returns. We reserve the right to charge for returned goods that have been ordered in error or are no longer required.
2. Any goods that have been made to order cannot be returned, it is unlikely that these goods could be resold to another customer, or if a buyer could be found, the goods would have to be resold at a greatly reduced price.  
We reserve the right to charge a 25% cancellation fee to cover this and also charge any subsequent storage costs if the goods have already been manufactured.  
If the cost of delivery has changed since ordering we will make the customer aware of this and they can cancel within 7 days to avoid the cancellation fee and storage costs.  
Made to order items can only be cancelled if production has not started.
3. It is the customers' responsibility to check that the goods ordered fit into the required space/position, can fit into the premises they are to be located in, including that the goods can fit into lifts, up stairways, through doors and corridors etc. Furniture & Refurbishment Ltd will not accept responsibility for goods ordered being returned for any of these reasons, unless we agree in writing. In some circumstances Furniture & Refurbishment Ltd will alter/ replace goods to ensure they fit, but again, bespoke & made to order items cannot be returned, only altered or replaced, this can often incur extra cost to the client unless Furniture & Refurbishment Ltd are at fault, then we would rectify the problem free of charge, but would not accept the goods being returned. It is the buyers' responsibility to check colours and finishes of products before ordering and not rely on computer images . Wood veneers in particular can vary greatly as they are a

natural product. If unsure please ask a representative for colour & finish swatches and we can send you these by post. Furniture & Refurbishment Ltd will not accept goods being returned if the buyer decides the colour or finish is not suitable.

4. All sizes and measurements are approximate, and the finished goods, once manufactured can often alter slightly in their dimensions, the buyer will need to account for this when checking sizes etc, or ask a representative for more accurate measurements.
5. All deliveries should be checked by the Customer promptly against the accompanying consignment note. If the goods are damaged or differ to the quantities or items on the consignment note then Furniture & Refurbishment Ltd must be notified within 48 hours of delivery. Regardless of any reason Furniture & Refurbishment Ltd will not accept the return of any goods supplied against a Customer's order unless Furniture & Refurbishment Ltd 's agreement has been given in writing.
6. Without prejudice to your statutory rights, Goods may only be returned if they are unused, unassembled, in their original packaging and in a resalable condition. Goods to be returned may only be returned by the customer. The buyer shall be responsible for the cost of the return carriage of all goods returned which shall be at the risk of the buyer until receipt of the goods by Furniture & Refurbishment Ltd. Furniture & Refurbishment Ltd reserves the right to charge a minimum handling fee of 25% of the value of the goods for items returned when orders were placed in error or not wanted. This will be deducted from any refund given. Any damage to the Goods will be deducted from any refund given in addition to the minimum handling fee (if applicable) referred to above. We will refund the price of the Goods (if a refund is applicable) to you less any deductions in terms of the above clause once the Goods have been examined and within 30 days of their receipt from you by Furniture & Refurbishment Ltd or persons assigned by us.
7. The buyer must state in writing their deadline date for delivery if required within a certain period of time as delivery times can vary from product to product and of course due to the location of the buyer's delivery address even if items are ex stock. This applies to ex stock and made to order goods. Totally bespoke or made to order items cannot be cancelled after 24 hours of order and standard items are subject to a 25% cancellation fee if goods have not arrived but no deadline delivery date has been advised in writing. Any products ordered that are upholstered or are not a standard finish or colour are deemed made to order. The 25% cancellation fee will be taken off any refund if the cancellation is deemed acceptable by Furniture & Refurbishment Ltd.

## **12. GENERAL**

1. Any special moulds or tools shall remain the property of the Seller notwithstanding that some charge or part charge may be made and included on the Seller's invoice for the Goods
2. The Seller shall not be liable to the Buyer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to force majeure which expression for the purposes of these Conditions means any cause beyond the reasonable control of the Seller which for the avoidance of doubt

and without prejudice to the generality of the foregoing shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes involving the work force or any part thereof of the party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and Acts of God.

3. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
4. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
6. The Buyer will if requested by the Seller provide two satisfactory written trade references, and one banker's reference.
7. Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society.
8. Prices and other information contained in the price lists and catalogues are not intended to be part of any contract or agreement.