

BROADSTOCK OFFICE FURNITURE Ltd
STANDARD TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these Conditions:

1.1.1 "The Company" means Broadstock Office Furniture Ltd and any of its successors or assigns.

1.1.2 "The Customer" means the person firm company or association (whether or not incorporated) who or which accepts a quotation of the Company for the sale or supply of Goods or whose order for Goods is accepted by the Company.

1.1.3 "Goods" means the Goods including any installment of Goods or any part for or replacement of them) which the Company is to supply in accordance with these Conditions and which are described in the Company's quotation or acceptance of an order from the Customer.

1.1.4 "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise required) includes any special terms and conditions agreed in writing between the Company and the Customer.

1.1.5 "the Contract" means the Contract for the sale and/or supply of Goods made between the Company and the Customer

1.1.6 "the UK" means the United Kingdom of Great Britain and Northern Ireland and the Isle of Man and the Channel Islands.

1.1.7 "Writing" means email, cable, facsimile transmission and comparable means of communication.

1.2 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.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASE OF SALE

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any quotation of the Company which is accepted by the Customer or any order either in Writing or otherwise of the Customer which is accepted by the Company 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 Customer.

2.2 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing or by telephone by the Company's authorised representative

2.3 No variation of these Conditions is permitted unless expressly accepted by a Director of the Company in Writing.

2.4 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that the Company does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.5 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 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 Company shall be subject to correction without any liability on the part of the Company.

2.7 All descriptions illustrations dimensions or colours in respect of the Goods specified in any of the Company's sales literature or brochures are so stated or shown as a general guide or description only and the Company does not contract or represent that the Goods will comply with any particular detail contained in such sales literature or brochures.

2.8 The Customer shall be responsible to the Company for ensuring the accuracy of the terms or any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

2.9 The Company reserves and has the right at any time prior to delivery of the Goods to make any changes in the design or specification of the Goods:

(a) which are required to conform with any applicable safety or other statutory requirement on which event the Company shall be entitled in accordance with Clause 4.2 below to increase the price to be paid by the Customer for the Goods); or

(b) which the Company deems to be desirable provided that:

(i) such changes do not materially affect the performance or quality of the Goods; and

(ii) delivery of the Goods is not unreasonably delayed by such changes; and

(iii) no price variation under the Contract is made as a result of such changes unless the Customer shall have agreed in Writing to a variation in the Contract price.

2.10 The Company reserves the right to refuse to incorporate any changes specified or requested by the Customer in the design specification of the Goods after the date of the Contract. If the Company does agree to incorporate any changes the Company may increase the price to be paid for the Goods in accordance with Clause 4.2 below.

2.11 Quotation valid for 30 days from receipt.

3 CANCELLATION

3.1 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Customer as a result of cancellation.

3.2 Any goods returned by the customer upon their request and through no fault of the Company will be subjected to a minimum 30% handling charge. Notification of a request to return goods must be received within 5 working days of the delivery date.

3.3 Any goods cancelled at the customers request without a minimum of 10 working days notice will be subject to a 30% handling charge.

4 PRICE

4.1 The price of the Goods shall be the Company's quoted price or where no price has been quoted or a quoted price is no longer valid (and for this purpose any quotation of the Company so far as it relates to the price of the Goods shall cease to be valid unless the Goods have been delivered to the Customer within thirty days of the date of the quotation or within twenty one days of any confirmation in Writing by the Company that the previously quoted price remains valid), the price listed in the Company's published price list current at the date of acceptance of the order.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, or any foreign exchange fluctuation, currency regulation, alteration of duties, agreed or negotiated increase in the costs of labour, materials or other costs of manufacture) any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Unless otherwise stated all prices quoted are inclusive of transport, packing and Insurance but exclusive of VAT.

4.3.1 In addition to the price quoted under condition 4.1 the Company shall be entitled to invoice the Customer for any additional costs incurred by the Company for any special requirements necessary for the completion of the Customer's order.

4.3.2 A certificate signed by the Company's auditors confirming that an additional cost has been incurred in performing a Contract shall be binding on the Customer.

5 TERMS OF PAYMENT

5.1 Unless otherwise agreed in Writing by the Company, the Company shall issue an invoice for the price of the Goods including any relevant changes under clause 4.3 above (and all taxes payable thereon) prior to delivery of the Goods and the Customer shall discharge in full the invoice either prior to or on delivery of the Goods by payment in cash or by such other method as a Director of the Company may agree with the Customer.

5.2 Any Customer who wishes to open an account facility with the Company must furnish UK trade and banking references satisfactory to the Company. If the Company agrees to the opening of an account all invoices must be paid in full prior to the last day of the month following delivery of the invoice.

5.3 The Customer shall have no right of set-off, statutory or otherwise.

5.4 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

5.4.1 Cancel the Contract or suspend any further deliveries to the Customer;

5.4.2. Recover the Goods from the Customer;

5.4.3 Appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other Contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

5.4.4 Charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of three per cent per annum above Barclays Bank plc base rate from time to time, until payment in full is made, such interest being deemed to accrue on a daily basis.

5.5 The Company reserves the right at any time at its discretion to demand security for payment before continuing with the Contract or delivering the Goods. Payment is strictly net monthly from date of invoice.

6 DELIVERY

6.1 Delivery of the Goods shall be made by the Company delivering the Goods to the place specified in the Customer's order unless the Customer requests to collect the Goods at the Company's premises.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company 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 by the Company in Writing.

6.3 Where the Goods are to be delivered in installments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 If the Company shall for any reason (other than by reason of an act or omission on the part of the Customer) fail to or be prevented from effecting delivery of the Goods (or any installment thereof) on a notified delivery date and either;

(a) the Company in its opinion considering that the delay is likely to exceed three calendar months; or

(b) the delay in fact exceeds three calendar months; the Company shall give notice to the Customer of the cause of the delay or anticipated delay and no revised delivery date can be agreed by the parties within two weeks of the receipt by the Customer of the said notice the Contract in respect of any Goods remaining undelivered shall be deemed to be frustrated at the expiry of the said two week period and the provisions of the Law Reform (Frustrated Contracts) Act 1943 as amended, shall apply to the rights of the parties to the Contract insofar as it remains unperformed.

6.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control) then, without prejudice to any other right or remedy available to the Company, the Company may:

6.5.1 Store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.5.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6.5.3 Delivery and installation assumes standard working hours of Monday-Friday 9.00am-5.00pm. Evenings, bank holidays and weekend installations will be charged at premium rates.

6.5.4 Should an installation be postponed with less than 7 working days notice from the customer, the Company reserve the right to raise a charge to cover unavoidable additional costs such as storage, unnecessary handling and work in progress.

6.5.5 Should a customer wish to change an agreed or specified installation date, whilst endeavouring to satisfy the customer's new requirement, the Company must advise that a minimum of 15 working days should be allowed to reschedule any installation.

6.5.6 It is always the Company's intention to fully install all furniture. Should this not be possible, the Company can return by agreement and install new furniture but this will be deemed as a chargeable service.

6.5.7 The Company's aim is to install new office furniture efficiently and with the minimum of disruption to the client. To achieve this it is essential that the following simple points are actioned by the customer prior to any installation of office furniture;

6.5.7.1 Installation of any new furniture is assumed to be to a clear site. Removal of existing furniture, IT or ancillary items is entirely the customer's responsibility.

6.5.7.2 The designated route to the point of installation is the most straight forward and is also clear of obstruction and provides a safe working environment.

6.5.7.3 Should an installation be delayed by reasons outside of the Company's control, e.g. lift failure, non completion of other contracted works e.g. carpet fitting, the Company reserve the right to raise charges to cover downtime and any additional costs incurred such as overtime. The Company's service rates for the installation of new office furniture: Monday-Friday 9.00am-5.00pm. All installation costings are included in the cost of the furniture. Monday-Friday outside 9.00am-5.00pm plus Saturdays: Installation Manager £48.00 + VAT. Installation Team Member £30.00 + VAT. Technician £55.50 + VAT. Sundays: Installation Manager £64.00 + VAT. Installation Team Member £40.00 + VAT. Technician £74.00 + VAT. Bank Holidays: as Sunday plus 50%. Vehicles are charged at flat rates (hourly) outside of standard hours: 3.5 Tonne Vehicle £37.00 + VAT. 7.5 Tonne Vehicle £53.00 + VAT. 18 Tonne Vehicle £63.00 + VAT. 44ft Box Trailer £84.00 + VAT.

7 RISKS AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:-

7.1.1 In the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods, or

7.1.2 In the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection;

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property of the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and property stored, protected and insured and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company 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 Customer and third parties and in the case of tangible proceeds, properly stored, protected and insured. Any claims for damage or shortage to your order should be made to us within 3 working days of receipt of your order. Claims after this period cannot be considered.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods but nothing in this sub-condition shall confer any right upon the Customer to return the Goods or to refuse or delay payment thereof.

7.5 The Customer 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 Company and if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy for the Company) forthwith become due and payable.

8 WARRANTIES AND LIABILITY

8.1 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 contract law are excluded to the fullest extent permitted by law.

8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

8.3 Any claim by the Customer 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 Customer) be notified to the Company within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within thirty days after discovery of the defect or failure. If delivery is not refused and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.4 Where 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 Company in accordance with these Conditions, the Company shall be entitled to replace the Goods free of charge (save the cost of returning the Goods to the Company which shall be borne by the Customer) or at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) and the Company shall have no further liability to the Customer.

8.5 Should any product supplied to you from Broadstock develop a fault following delivery and within the specified guarantee period, we should be notified immediately. Should the fault fall within the warranty terms, we will arrange for a repair or replacement at our opinion. You should not return the goods unless specifically asked to do so by us.

8.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer 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 of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the sale of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

8.7 The Company shall not be liable to the Customer 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 Company's obligations in relation to the Goods, if the delay of failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as caused beyond the Company's reasonable control:

8.7.1 Act of God, explosion, flood, tempest, fire or accident;

8.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.7.3 Acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.7.4 Import or export regulations or embargoes;

8.7.5 Strikes, lock-outs or other industrial action or trade disputes (whether involving employees of the Company or of a third party);

8.7.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.7.7 Power failure or breakdown in machinery.

8.8 The Company shall be under no liability to the Customer if the total price for the Goods has not been paid by the due date for payment.

8.9 The Company shall be under no liability in respect of any defect in the Goods or in respect of any errors in proofs or printing details arising from any drawing, design or specification supplied by the Customer.

8.10 The Company shall be under no liability in respect of any Items owned by the Customer and left at the Company's premises or handed to any employee of the Company.

9 INSOLVENCY OF CUSTOMER

9.1 This clause applies if:

9.1.1 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 Any encumbrance takes possession or a receiver is appointed, of any of the property or assets of the Customer; or

9.1.3 The Customer ceases or threatens to cease, to carry on business; or

9.1.4 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.

9.2 If this clause applies, then without prejudice to any other right or remedy available to the Company, 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.

10 RESTRICTIONS

10.1 The Customer shall not without the consent in Writing of the Company enter or display the Goods in any exhibition show demonstration or competition.

11 GENERAL

11.1 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 to relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 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.

11.4 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 (if not agreed within fourteen days) under the Rules of the London Court of Arbitration at the date of such reference.

11.5 The construction validity and performance of the Contract and all matters pertaining thereto shall be governed in all respects by English Law. The English High Court of Justice shall have jurisdiction to entertain any action brought in connection with the Contractor matters pertaining thereto.