

2011 Trade Terms

In order to purchase from Furnitureworks England Ltd, you agree to these terms at all times. We reserve the right to change or update any of our terms or product information at any time, without notice.

1 Quotes and Ordering

All quotes whether written or verbal are valid for 30 days. Once you confirm your order in writing we will wait 3 working days before activating the order on our system. During this time you can alter or cancel the order at any time. Once the order is activated materials are ordered and work can commence at any time. Cancellation may not be possible from this point. Changes may be possible but may incur extra charges. Prices shown on our order confirmation are what you will be charged even if your purchase order shows a different price. All quoted prices are plus VAT. Please always be aware that changes to orders, specification, or delivery information may incur a price change. Examples as follows:

Extra work, in patterning or tooling. Changes to frame specification made after quote. Changes of timber type. Polishing samples being provided by you after an order has been accepted must be in line with the agreed spec. Fabrics and leathers must be suitable for upholstery or they may attract an extra charge if they are difficult to work with. IE: silks, metallic's, some vinyl's or thick leathers. Heavy pattern matching may also attract further charges. Fabrics that are not fire rated will have interliner installed, if this was not quoted for it will be charged as an extra. Detailing not quoted for like studs, piping or brade may be charged as extras. Final delivery charges may be added or modified if not quoted for. At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

2 Manufacturing and Product information

Frame only pricing does not include polishing unless stated. Timber is a natural product; while we attempt to put matching grain together we can not guarantee uniformity. Some splits and knots will not be considered as a defect. Timber being finished in natural lacquers may not end up a consistent colour, this will not be considered as a defect. Upholstery internals will be up to our discretion unless specified. It is your responsibility to check if the item you are ordering will fit in the space you intend it to go, including access to the space. Every effort is undertaken to ensure the integrity of colour in our images, polishing colours etc. However, due to inherent variation in digital colour representation we cannot guarantee an exact colour match. For this reason colours should only be considered an approximation and the physical colour may differ slightly from the virtual one. All of our product descriptions and measurements are constantly checked for accuracy and where necessary updated.

3 Copyright

Any custom build designs made to drawings or pictures supplied by customers are made on the understand that, the picture or drawings are the customer's property and it is the customer's responsibility to check that the design does not infringe on anybody else's or any copyrighted product. By accepting your order for this or any custom made product you guarantee to us that you have done this and you accept it is your responsibility. We will not be held responsible for any copyright claims as we are manufacturing to your design. Furnitureworks own designs are either taken from antiques or tweaked antiques. Some are our own designs, many of which are influenced from certain periods in history, like Art deco. Other designs are claimed from jobs we have done for customers that do not have exclusive rights. Normal patterning charges are only a contribution to the

real cost of designing any product. These charges do not grant you exclusive rights to any product. Where we pattern any job from jobs or drawings supplied by the customer we reserve the right to use these jobs as we see fit if the customer does not re-order within 2 years from the original patterning date. In some case we may agree in writing to exclusive rights for extended periods or permanently. However, this would require an agreement in writing and also full patterning and tooling charges would need to be paid, not just a contribution.

4 Retention of ownership and title

The customer agrees the ownership of goods remains with Furnitureworks until all funds owing on said goods are cleared. If such payment remains unforthcoming then Furnitureworks is entitled to demand the return of said goods until all outstanding monies have been paid. Until they are paid for in full you must store them so that they are clearly identifiable as our property; you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us; You may use those goods and sell them in the ordinary course of your business, but not if we revoke that right (by informing you in writing); or you become insolvent. You must inform us (in writing) immediately. If you become insolvent. your right to use and sell the goods ends and you must allow us to remove the goods. We have your permission to enter any premises where the goods may be stored at any time, to inspect them; and after your right to use and sell them has ended, to remove them, using reasonable force if necessary. If the said goods have become part of another product we reserve the right to claim the entire item/s. We will sell any goods and if a surplus remains after your dept has been settled these funds will be returned to you or the liquidator. Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied, should you not pay us by the due date. You are not our agent. You have no authority to make any contract on our behalf or in our name.

5 Circumstances beyond our control

In circumstances beyond our control Furnitureworks reserves the right to cancel, change or suspend all operations until such time as order or normal operation is restored. Furnitureworks will not be held liable for any failure of contract resulting from such an exceptional event. Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

6 Returns and refunds. Made-to-order - damaged, defective or different

Should a made-to-order item be received damaged, defective or differ from specification then, after inspection by Furnitureworks, a full modification, replacement or refund will be arranged at no cost to the client. However this is dependent on the client taking the following action:

1. Unpack and inspect your purchases immediately upon receipt as no claim for replacement due to delivery damage, defect or specification can be made after 3 days.
2. Any claim regarding a damaged, defective or incorrectly specified item must be made at once by phone or email to establish a time line. Once an initial log has been recorded it must followed up by a written claim. Email or fax is acceptable.
3. The cost of returning the item(s) will be the client's responsibility. Under most circumstances the item will have to be insured for transit. Once Furnitureworks has received the item and verified the nature of the complaint any costs incurred by the client

will be refunded.

4. Where items to be returned are large or require special handling (as determined by Furnitureworks) we reserve the right to nominate a specific furniture handler and to pass the cost of transport onto the client. Once Furnitureworks has received the item and verified the nature of the complaint any costs incurred by the client will be refunded. However if the client accepts and then fails to meet a returns collection date he/she will be charged again for the next and every subsequent attempt.

5. Whenever a made-to-order product is returned by a client it must be adequately packed in the original packaging to prevent damage.

7 Liability

Furnitureworks will not accept liability for any business loss (including profits, revenue, contracts, potential savings, data, goodwill or expenditure) or any other loss indirect or consequential that was not foreseeable by either party when the contract was formed.

If the goods delivered are not what you ordered, are damaged, defective, the wrong size or of an incorrect quantity, we shall have no liability unless you notify us of the problem within 3 working days of said delivery.

Furnitureworks will not accept liability for any damage or defects in the goods caused by any act, neglect or otherwise by you or any third party.

You must check all frame only orders within 3 days, before starting any upholstery work. Furnitureworks will not accept any liability for labor, materials, fabrics etc if you do not check the frame for size or design before starting work on it.

Furnitureworks shall have no liability to pay any money to you by way of compensation other than to refund the amount paid for the goods in question (minus any delivery charge).

8 Data protection and privacy

Furnitureworks is serious about protecting your privacy. Any information we collect about you will be used only in accordance with the Data Protection Act 1998 and disclosed to a reputable third party only for the purpose of processing. Furnitureworks requires all such third parties to treat your personal information with the strictest confidence and to be fully compliant with all applicable UK Data Protection or Consumer legislation. Furnitureworks will not knowingly disclose any confidential information without your consent and your details will never be shared with anyone outside of our organization except to the extent required by law. All of our credit card payments are processed through Streamline which utilizes the latest security.

9 Delivery Storage and risk

All products are bespoke and quoted build times are an estimate only. We will not guarantee a completion or delivery date. Finished items will be stored FOC for 2 weeks from completion (Invoice date) charges may be made after this time. Delivery to you can be made in different ways please make sure you understand the delivery type you are paying for. In all cases delivery is an additional charge unless stated otherwise. Goods will be sent by reputable delivery company or our own service and will require a signature upon receipt. Please note it may not be possible for us to deliver to certain locations. We may decline to deliver if we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or if the premises (or the access to them) are unsuitable for our vehicle.

Delivery to some locations like London may incur extra charges. Parking charges and fines uncured while making delivery may be passed on. For any delivery to a country outside of mainland Britain please contact us for transportation quotes and details. Goods delivered to certain overseas countries may be subject to import duties and taxes, payable when the goods reach their destination. The responsibility and cost of such customs and duties rests solely with you the customer. Responsibility/risk for goods is transferred to the customer on the first delivery attempt and the customer must make themselves available to receive them. If for some reason the customer is unable to take delivery then they can arrange a second attempt at added cost or collect the goods from a designated addressee or courier depot. If the customer fails to cooperate with the agreed delivery attempts and the goods are returned to us we may, at our discretion, insist that the goods be collected by the customer. Deliveries do not include unpacking, assembly or installation unless otherwise stated.

10 Payment terms

You are to pay us in cash or in cleared funds prior to delivery, unless you have an approved credit account. Deposits will be required on proforma sales.

If you have an approved credit account, payment is due no later than 30 days after the date of our invoice. Account customers will have a set credit limit. You may need to pay some invoices within the 30days, if your credit limit will be exceeded. In some situations work in progress will be considered part of your credit limit. Stage payments will be required on large orders to keep accounts within credit limits.

11 Over due accounts

If you exceed your credit limit we may suspend future deliveries until your account is in order and charge you interest at the rate set under the rules of the Late Payment of Commercial Debts (Interest) Act 1998. If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those things at any time without notice. You do not have the right to set off any money you may claim from us against anything you may owe us. We may set off any sums which you (or any of your group companies) owe us (or any of our group companies). If we do this we may also rely on any other right or remedies we have. While you owe money to us, we have a lien on any of your property in our possession. You are to indemnify us in full from all expenses and liabilities we may incur (directly or indirectly including financing costs and legal costs on a full indemnity basis) following any breach by you of your obligations under these terms.

12 Any application or proposal for any formal insolvency

If we should become aware of a move towards insolvency in your company or any company group you are part of, (also individuals, sole traders) we may take any of the following actions.

Demand immediate payment of any outstanding invoices.

Demand payment for any work in progress.

Suspend work in progress until all payments are cleared.

Hold any of your property until your account is clear.

13 Return of goods

We do not accept the return of any goods.

14 Warranties. We warrant that the goods:

We warrant that the goods comply with their general description and the narrative on our acknowledgment of order form. To our knowledge goods are free from material defect at the time of delivery. (Not including parts not manufactured by us) Goods not manufactured

by us will only be covered by original manufacturer warranties. We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose. If you believe that we have delivered goods that are defective in materials or workmanship, you must: Inform us in writing within 3 days, with full details, as soon as possible; and allow us to investigate.

If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with our conditions in full, we will (at our option) repair the goods, replace the goods or refund the price. We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only); Direct financial loss, loss of profits or loss of use; and indirect or consequential loss. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to the limit set by our insurance company. For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

15 Website, Brochures and any other promotional material.

Our Website, any brochures, catalogs or other promotional material are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them when entering into any contract with us.

The Furnitureworks website is owned and operated by Furnitureworks England Ltd. Any electronic or published reproduction of it, in whole or in part is prohibited without the prior consent of Furnitureworks. However, private individuals may feel free to print images and information for personal reference.

16 Waiver and variations

Any waiver or variation of these terms is binding in honor only unless: it is made (or recorded) in writing; signed on behalf of each party; and expressly stating an intention to vary these terms.

All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

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

17 Export terms

The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.

Unless otherwise agreed, the goods are supplied ex works our place of manufacture.

Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit. We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

18 Governing Law

These terms and conditions are governed by English law. By accepting them you agree to submit to the jurisdiction of the English courts in relation to any disputes arising in connection with these terms and conditions or the contract between us. We reserve the right to amend these conditions without warning.