



TERMS AND CONDITIONS

Definitions

'The supplier' shall mean Furniture Quarters Ltd and 'the buyer' shall mean the customer with whom a contract is made.

General

All orders are accepted subject to the following Terms & Conditions, which shall not be varied except as agreed by the supplier in writing.

Quote & Prices

All quotes remain valid for 30 days, but the supplier reserves the right to amend the price as a result of changes to the exchange rate, to suppliers' prices or to other inputs outside our control. The supplier also reserves the right to amend prices in the instance when a genuine and honest mistake has been made. All prices provided exclude VAT.

Specification

Any recommendation or advice relating to goods or services contained in literature issued by the supplier is for guidance only without liability on the part of the supplier. Buyers must satisfy themselves as to the suitability of the product or service for their own particular purpose. All seat heights shown are measured from the dome of the seat and do not represent compressed seat height.

Customer's Own Materials / Leather – COM and COL

The buyer may request to order furniture upholstered in a material purchased by them separately. Fabrics, faux leather and similar are referred to as 'COM', leather (and suede) is referred to as 'COL'. For these, the buyer takes responsibility to send the materials in correct and not combined quantities to the supplier (or to an address agreed with the supplier).

All COM requirements provided by the supplier are based on plain fabrics in linear meters (roll width 140cm). COL requirements are provided in square meters. COM or COL that is patterned or otherwise not plain might be needed in higher quantities. It is therefore, the buyer's responsibility to alert the supplier of this prior to quoting.

The buyer is responsible to ensure the COM or COL supplied is suitable for use in the environment furniture will be placed at. (e.g. compliant with fire regulations). Some COM and COL may need testing to see if it is suitable for the product intended, which will increase the lead time. The buyer will probably need to send a sample of the COM or COL for such a trial.

All COM and COL parcels need to be labelled with project name, material name, colour and quantity.

Lead times start from the date of correct COM or COL arriving at the agreed address. The supplier is not liable for delays caused by COM or COL arriving late or with defects.

Deposit & Balance Payments

Unless stated otherwise in the quote, the supplier requires a 50% deposit to process the order and the balance to be cleared within 14 days before the fulfilment of the order (i.e. delivery or collection). Orders without an application setup, or under £1500 are charged fully upfront.

Not having the balance cleared 14 days before fulfilment may result in cancellation of the delivery/collection and extra cost being charged, covering additional storage and delivery costs. If payment is received late, or the date of fulfilment is changed by a customer, it may take up to ten



working days for us to reschedule. If a delivery is delayed by a customer-related issue, storage will be charged at a monthly rate of 10% of the value of products.

All products remain the property of the supplier until paid for in full. If full payment is not made by the due date, the supplier may take steps to recover the products. This does not affect the suppliers legal rights for collection of payment.

The supplier reserves the right to charge the buyer 5% per month on all amounts not received by their due dates and may suspend the supply of goods and services until such time all outstanding amounts have been paid in full.

Credit accounts are available to regular customers with a significant actual or potential turnover with the supplier, subject to credit check.

Customer commits to placing full order upon paying the deposit or instructing the supplier to acknowledge the order with a Purchase Order (for credit account holders), therefore cancelling an order before delivery leaves customer liable for the full order amount.

Order Confirmation

An Order Confirmation is sent to the buyer as soon as the deposit has been received, at which point the supplier acknowledges the order in its current state and starts production. It is the buyer's responsibility to alert TC3 of any required alternations before this stage.

Alterations & Cancellations

The supplier will not cancel orders later than 24 hours after the Order Confirmation has been sent to the buyer. Costs incurred as a result of order alteration or cancellation will have to be paid for in full by the buyer.

Deliveries

At the stage of quoting the buyer must advise all circumstances that are relevant to delivery. This includes, but is not limited to: Floor plans where necessary; CSCS and/or RAMS requirements; information about use of the lift (if furniture is delivered to floors other than ground floor); local traffic and parking restrictions. If the supplier can't deliver due to site conditions or similar, the buyer will be charged for extra costs associated with re-delivery. The buyer shall provide, at the place where the goods are delivered, well lit, clear and level working areas. The quoted delivery prices are for work done between the hours of 7am to 6pm Monday to Friday unless otherwise stated on the quote. The time is counted from the point of departure to the point of return to the warehouse. Delivery team will follow instruction given by on-site personnel, additional costs incurred by the supplier as a result of overtime work at the request of buyer (or on-site representative) will be charged to the buyer. The costs incurred as a result of the buyer's request to reschedule the delivery/collection will be charged to the buyer, including the storage and late (less than 72 hours prior to scheduled delivery) cancellation or alteration costs. If our delivery team is unable to provide a full quoted service due to inappropriate site-conditions, or a request by the on-site personnel, products may be left on site at client's own risk and refund or compensation claims will not be considered.

The supplier aims to make all deliveries on time, but orders can be delayed by factors outside its control, including weather, transport problems and manufacturing problems. As a result, any date named by the supplier for delivery can only be an estimate. the supplier will not accept responsibility for claims made as a result of delayed fulfilment of orders. Where a 3rd party fabric is required, lead times are assumed to commence from the time the fabric arrives at the factory. Fabrics are not reserved automatically upon each quotation request, where fabrics have been reserved, this will expire within two weeks and the reservation will not be reinstated unless otherwise mentioned.



Upon fulfilment the supplier reserves the right to take pictures of the furniture on location, unless requested otherwise.

Other Terms and Conditions apply for deliveries outside mainland UK. Please enquire for details.

Invoicing

Orders will be invoiced based on the prices given in the Order Confirmation. The supplier will issue an invoice upon the delivery/collection of ordered products. The supplier is legally required to charge VAT if the delivery address is within the UK, although the VAT amount can be refunded upon receipt of Proof of Shipping outside the UK.

Claims

The buyer is responsible for checking their products at the time of delivery. All claims arising from non-delivery, loss or damage in transit must be made in writing to the supplier within 2 working days of receiving the goods; the supplier will not assume responsibility after this time. The supplier's liability arising out of a proven claim shall be limited to replacement of the goods in question or, at the suppliers option, reimbursement of the price thereof. The supplier will not assume responsibility for goods delivered in circumstances outside of terms agreed at the stage of quoting. The buyer is responsible to operate reasonable systems of regular inspection and maintenance.

Lifetime Guarantee

The supplier offers a lifetime guarantee against manufacturing faults. If a piece of furniture has a manufacturing fault, the supplier will repair it or replace it, free of charge. The lifetime of furniture depends on a number of factors, two of which are particularly important: How much use the furniture gets and the design of the furniture. The typical lifetime of furniture produced for contract use is 5 years, although it could be less for less durable designs. Determining whether damage is caused by a manufacturing fault can be subjective. The supplier will assume damage is so caused unless we can reasonably identify possible misuse.

The guarantee is not applicable if products have been significantly altered on the instruction of the buyer, or if the advice given in the *Furniture Care and Maintenance Guide* is not reasonably adhered to.

Special terms for production of 'bespoke' furniture

The supplier will supply 'bespoke' furniture (i.e. items designed specifically for a particular project) which have their own additional Terms & Conditions, as follows:

Unless specifically requested, bespoke furniture will neither be officially tested nor certified for durability etc.

Our guarantee does not extend to bespoke furniture;

For bespoke furniture, the supplier may require payment in full before production commences;

The supplier reserves the right to continue to produce bespoke products, unless specifically informed otherwise.