

1 General

1.1 All business undertaken by Emergent Crown Contract Office Furnishings Limited (hereafter called "The Company") is transacted subject to the conditions hereinafter set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between The Company and its customer.

1.2 The Company will only sell or supply goods or services on these conditions, which in the case of conflict shall override any terms or conditions imposed by the customer. Each sales contract between the customer and The Company as the supplying Company is hereafter referred to as "the Contract".

1.3 Any variation to these conditions can only be made and be signed in writing by a Director or the proper Officer of the company duly authorised.

2 Acceptance

2.1 The Company's quotations and estimates are without commitment and an order is not binding on the Company unless accepted in writing by a Director or other proper office duly authorised and any action taken by the Company pursuant to the order shall only be taken as acceptance solely upon these conditions.

3 Prices

3.1 The Company shall establish the prices to be charged for goods and services from time to time as it thinks fit. The Company will give 14 days prior written notice to the customer of any increases in price of the goods or services and such price increases shall apply to all orders accepted by the Company subsequent to the expiry of the notice period. Where delivery of the goods or the supply of the services is made by instalments the price applicable for each instalment shall be that ruling at the date of despatch of each instalment unless otherwise agreed in writing by the Company and its customer.

3.2 Unless otherwise stated on the Company's invoice the price of the goods or other services shall mean and include the Company's cost of standard packing, normal insurance and delivery to the premises of the customer in the United Kingdom mainland, specified in writing on or with the order. Unless otherwise indicated prices are exclusive of Value Added Tax. The cost of any special packaging and all other transport requested by the customer shall be for the account of the customer and the customer must make its own arrangements.

3.3 Notwithstanding the provisions of clause 4.3 below, the Company will not accept cancellations of any order of any bespoke, non-standard (special) product nor upholstered items (See 7).

4 Payment

4.1 The customer shall make payment in full without deduction or withholding whatsoever on any account within 30 days from invoice date.

4.2 If payment is not received in full when due the customer shall pay interest on the unpaid amount at a rate which is 4% above the NatWest Bank PLC base lending rate ruling at the time.

4.3 If the Company at its sole discretion agrees to the return of the goods or the cessation of the services before any payment has been made by the customer, the customer shall be liable to pay a handling charge. If the Company has agreed to the return of the goods (see 7 Returns) or the cessation of the services where only part payment has been made by the customer, the Customer shall pay the full amount less the handling charge.

4.4 The Company reserves the right to defer without penalty delivery of any goods, which have been ordered by the customer or defer supply of any goods, ordered by the customer for so long as any amounts remain overdue for payment or any credit limit is exceeded.

4.5 No counter claim or right to set off by the customer in respect of the goods comprised in any one delivery of the goods shall entitle the customer to withhold payment of the whole or any part of the price payable in respect of any other delivery of goods.

5 Performance

5.1 Although the Company shall endeavour (subject to 6.2 below) to meet the customer's delivery or completion requirements the Company will be under no obligation to deliver the goods or supply services by any specified date. Delivery and completion dates quoted by the Company or included in the contract are given in good faith but are estimates only and without engagement.

5.2 The Company may suspend or cancel the whole or any part of the contract if by any reason of circumstances beyond its control including (but without limitation foregoing) strike; labour dispute; lockout; damage to or loss or failure of machinery; insufficient supply of water, gas, electricity, oil petrol or diesel; mobilisation; government intervention; confiscation; export restrictions; war; blockade; act of god; adverse weather and a shortage of carriage or shipping facilities; the Company is prevented or hindered in or from performing its obligations or performance of obligations is to a substantial degree rendered difficult. If the Company exercises its right of suspension, the customer may within 7 days cancel any part of the remaining part of the contract upon payment of all or any expenses incurred by the Company to date together with its proper and reasonable charges for work done and services provided up to and including the date of the exercise of its right of suspension.

The Company shall have no liability for any such suspension and on any such cancellation, whether by the Company or the customer, the liability of the Company (if any) is limited to repayment of any part of the price received less its proper and reasonable charges and expenses already incurred by the Company.

5.3 Part deliveries (in accordance with the contract or with reasonable justification as a departure from the contract) shall be deemed to represent separate contracts.

5.4 The Company does not supply goods or undertake work on approval and goods are not returnable except with the Company's express written agreement (See 7).

6 DELIVERY, SHORTAGE, DAMAGE AND DEFECTS

6.1 Unless otherwise agreed in writing signed by a Director or other proper officer of the Company duly authorised, goods will be delivered when completed. If for any reason whatsoever, the customer shall not accept delivery of the goods on completion (or any other alternative date previously agreed in writing), the Company shall be paid the sum of twenty-pence per week and/or part week towards the storage of costs of each item ready for delivery. In the event of the goods being tendered for delivery by the Company, and not accepted by the customer for reasons outside the control of the Company, then in addition to the above charges for storage, an additional charge will be payable by the customer in respect of the cost of transportation and double handling.

6.2 The Company shall at its discretion levy a carriage charge on orders below a specific value. This value may be varied by the Company from time to time as it sees fit. Details are available from the Sales department.

6.3 Unless otherwise agreed in writing signed by a Director or other proper officer of the Company, goods will be delivered to a ground floor entrance in the customer's premises on the UK mainland. Delivery will be deemed to be complete on acceptance at the ground floor entrance.

6.4 The Company shall at its discretion levy a carriage charge for deliveries to a third party and/or to any offshore address. Quotations will be given on request.

6.5 The customer shall inspect the goods immediately upon delivery and shall within 3 days of such delivery give notice in writing to the Company if it is alleged that the goods are not in accordance with the contract. Any claims made outside of the 3-day period will not be accepted.

6.6 The customer shall in respect of the alleged visible damage to the goods at the time of delivery make a note of the alleged damage on the accompanying the goods, and shall additionally within 3 days give notice in writing to the Company of such alleged damage.

6.7 If the customer shall fail to give notice as required in 6.5 and 6.6 above (as applicable) then the goods shall be deemed in all respect to be in accordance with the contract and the customer shall be deemed to have irrevocably and unconditionally accepted the goods as being completely satisfactory.

6 DELIVERY, SHORTAGE, DAMAGE AND DEFECTS Continued

6.8 If during the period of the guarantee from the date the goods were delivered to the customer, goods are inspected by or for the Company are found to be defective in material or workmanship under normal service, the Company will free of charge repair or if the Company so wishes to replace such part, provided that it is no way liable (save in respect of any damage by way of death or personal injury resulting from negligence of the Company) for more than the invoice value of the said part.

The Company shall not be liable to repair or replace any part if it has not been properly maintained or has been subject to misuse, unauthorised repair, replacement, modification, alteration or generally abused in any way.

6.9 Any part alleged to be defective in material or workmanship shall be notified in writing to the Company with 7 days of the discovery of such alleged defect, giving full details of the alleged defect. Failure to make such notification shall preclude the customer from making any claim (save in respect of any damage by way of death or personal injury resulting from negligence of the Company) arising out of such defect.

6.10 Any of the goods in respect of which the customer alleges to be defective in material or workmanship shall be returned to the Company at the customers risk and cost for inspection by the Company and rectification subject to 6.8 above.

6.11 Any claim against the Company in respect of goods lost in transit shall be made within 7 days of the date of invoice detailing the goods, which are the subject of such claim. Any claim outside this period of 7 days will not be accepted.

6.12 In case of any claim shall lie against the Company for non-delivery or short delivery of goods howsoever caused the Company shall not be liable for more than the invoice value of the items in question nor for any direct or consequential loss or damage.

6.13 The Company shall be entitled to make part deliveries and to invoice the customer in accordance with these terms and conditions for such part deliveries.

6.14 Any delivery dates are estimates only and the Company shall not be liable for any loss, costs damage or expenses suffered by the customer or any other person or company howsoever arising whether directly or indirectly out of any failure to meet estimated delivery dates.

6.15 The Company reserves the right to suspend delivery in respect of any order.

6.16 Delivery against order(s) placed for goods shall be clearly evidenced by the return to the company of its or its authorised carriers official delivery note which must be signed and dated by the customer employee whose signature should be legibly identifiable on the delivery note, receipt by the Company of the signed delivery note acknowledging receipt of the goods shall be irrevocable proof of the specific items on the delivery note and no claim for shortage will be accepted.

7 Returns & Cancellations

7.1 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.

7.2 Manufactured to order items - including bespoke and specials (products with item codes that begin with a backslash [\]) or items that are upholstered to order (desk mounted and freestanding screens, soft seating, swivel/meeting chairs and noticeboards) are so are non-cancellable and non-returnable once accepted by the Company.

7.3 Any cancellable goods cancelled at the customers request after 3 working days acceptance by the company will be subject to a minimum 30% cancellation charge.

7.4 Any returnable goods which are agreed to be 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.

8 Title and Risk

8.1 Upon delivery the goods shall be the customer's risk.

8.2 Notwithstanding 8.1 above, the legal and equitable title in and to the goods shall remain with the Company until the Company has received payment of the full purchase price together with any VAT and interest payments. Until full payment has been received the customer shall hold the goods in fiduciary capacity for the Company separate from any other assets clearly marked as the Company's property and the Company shall be entitled to require the customer to deliver to the Company any of the goods on demand. If the customer fails so to deliver the Company shall be entitled to enter the customer's premises for the purpose of collecting and to collect the goods and the customer shall be responsible for all the Company's costs and expenses in connection with so doing.

8.3 The customer may sell the goods by way of a bona fide sales in the ordinary course of business on its standard terms and conditions but may not otherwise deal with, sell, part possession of, change the character of, convert or otherwise dispose of or handle any goods sold hereunder until the title has passed to the customer in accordance with 8.2 above.

8.4 The customer's license to deal with the goods under 8.3 above shall forthwith terminate in the event that the customer fails to observe any of the terms of Contract or compounds with its creditors or becomes bankrupt or has a Receiver or Administrator appointed for all or part of its assets or business or suffer the presentation of a winding-up petition, or passes a resolution for its winding-up (otherwise than for the purpose of amalgamation or reconstruction) or suffers any distress or execution to be levied on any of its assets or fails to satisfy any judgement against it with 14 days or in the Company is unable to pay its debts.

8.5 Where any goods and services are sold to third party before title to the goods has been passed to the customer, that sales shall will constitute a sales by the customer of the Company's property and accordingly the customer will hold the proceeds of the sale on trust for the Company separate from the creditors own money. Notwithstanding such agency the customer shall have no authority to bind the Company and shall as between the customer and buyers from the customer act as principal.

9 Specification

9.1 Except where the customer otherwise agrees in writing, the selection and choice of the Company's goods and services and the assessment of the Company's goods suitability and fitness for the customers purpose is the customers soles responsibility.

9.2 Any specification, formulation, data, literature and statement as to content, suitability, performance or otherwise issued and descriptions and samples given by the Company in connection with its goods and services are offered in good faith but are intended to be approximate only and will be deemed not to constitute any representation in relation to such goods and/or services.

9.3 The Company may, without notice alter the specification of any goods or any articles or constituent part thereof and provided that such altered specification, substantially corresponds with the description of the items being sold by description and provided that the quality or fitness of the items whose specification is so altered to that of the goods originally specified no liability shall attach to the Company in respect of such alteration not shall the customer have any right to reject any goods whose specification is so altered.

9.4 The customer shall not at any time, alter, deface, remove or obscure the Company's logo, name, nameplate, or any of the Company's trademarks or juxtapose with them any other mark likely to cause confusion or to use them on in connection with any goods other than the Company's goods in the form supplied by the Company whether or not there shall be affixed to or displayed on goods supplied by the Company the name, trademark or logo of the Company.

10 No Waiver

10.1 The Company's failure to insist upon a strict performance of any provisions of the conditions shall not be construed as a waiver of any of its rights or remedies on any subsequent default by the customer in the performance of or compliance with any terms of these conditions.

11 Invalidity

11.1 The invalidity of any individual provision of the conditions shall not affect the validity of the remaining provision.

12 Construction

12.1 The marginal notes and headings of the paragraphs in these conditions are for reference purposes only and shall not affect in any way the interpretation or meaning of the conditions.

13 Governing Law

13.1 These terms and conditions of sales shall in all respects be governed by and construed in accordance with English Law.