

**STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS
CONDITIONS OF SALE**

1 Interpretation

1.1 In these Conditions:

'BUYER' means the person, firm or company 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 any contract between the Seller and the Buyer for the sale and purchase of the Goods incorporating these Conditions.
'GOODS' means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions.
'Seller' means Tafts Interiors.

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 shall not affect their interpretation.

2 Basis of Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Seller subject to these Conditions, which shall govern the Contract to the exclusion of any other term and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 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.

2.5 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.

3 Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the term 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.

3.3 The quantity, quality and description of and 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). The Seller reserves the right to make any reasonable alterations and amendments, where necessary, to the specifications of Goods ordered and without prior notice to the Buyer. In the event of any Goods becoming unavailable between the date of order and delivery date, such Goods will be replaced by Goods of similar style, standard and value.

3.4 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.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller.

3.7 If the Buyer postpones the Contract giving less than 48 hours notice before the agreed delivery time, the Buyer will be subject to a postponement fee of £650.00 (the "Postponement Fee") to indemnify the Seller against loss, damages and expenses incurred by the Seller as a result of the postponement. The Postponement Fee shall be £650.00 payable within 14 days of postponement of the Contract.

3.8 If the Buyer cancels the contract giving less than 49 hours notice before the agreed delivery time the Buyer shall be subject to a cancellation fee (the "Cancellation Fee") to indemnify the Seller against loss, damages and expenses incurred by the Seller as a result of the cancellation. The Cancellation Fee shall be a sum equal to 20% of the contract price, or £650.00, whichever is the greater sum. In addition, the Seller reserves the right to charge the Buyer the cost of the bespoke items which have been manufactured in accordance with the Contract. All fees payable under this clause 3.8 are payable within 14 days of cancellation of the Contract.

4 Price of the Goods

4.1 The price of the Goods shall be the Seller's quoted price as set out in the Seller's proposal and as agreed between the Seller and the Buyer. All prices quoted are valid for 90 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 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 exchange fluctuation, currency regulation, alteration of duties, significant 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 Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Where the Seller agrees to deliver the Goods otherwise than to the Buyer's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 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.

5 Payment

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller the following terms apply:-

5.1.1 a non-returnable deposit equal to 50% of the price of the Goods is due from the Buyer on signed acceptance of the Contract;

5.1.2 the remaining balance is to be paid within 7 days of issue of the delivery invoice;

5.1.3 should the Buyer wrongfully fail to take delivery of the Goods the balance shall be due within 14 days after the date of issue of the delivery invoice subsequent to the attempted delivery of the Goods;

5.1.4 the time of payment of the price shall be of the essence of the Contract;

5.1.5 receipts for payment will be issued only upon request.

5.2 If the Buyer fails to make any payment within the specified time then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

5.2.1 cancel the contract or suspend any further deliveries to the Buyer;

5.2.2 appropriate payment made by the Buyer to such of the Goods (or the goods supplied under any contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.2.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per annum above the Bank base lending rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.3 All payments payable to the Seller under the Contract shall become due immediately upon termination of this contract, despite any other provision.

6 Delivery

6.1 Delivery of the Goods shall be made by the Seller or its supplier, agent or sub-contractor delivering the Goods to the Buyer's premises and (where necessary) installing the same unless agreed in writing between the parties.

6.2 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 however caused. Time for delivery shall not be the essence of the contract. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, web delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more 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.

6.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than 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.

6.5 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:-

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

6.5.2 the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

7 Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer 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.

7.2 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 the Goods (under clause 5.1.2).

7.3 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, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 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 resold), 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.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness 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 due and payable.

8 Warranties and Liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery (subject to the Seller's right under clause 3.3 to alter and amend any specification) and will be free from defects in material and workmanship for a period of 3 months from delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:-

8.2.1 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;

8.2.2 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 by the Buyer without the Seller's approval;

8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;

8.2.4 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.

8.3 All warranties, conditions or other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

8.4 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 Buyer are not affected by these Conditions.

8.5 The Seller warrants to the Buyer that all upholstered furniture and furnishings sold to the Buyer comply with the requirements of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

8.6 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 be notified to the Seller within a reasonable time after discovery of the defect or failure. 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 defect or failure, and the Buyer shall be bound to pay the price of the Goods. Where any valid claim is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace 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.

8.7 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 (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions. 8.8 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 including, without limitation, acts of God, governmental actions, explosion, flood, tempest, fire, accident, war or national emergency, riot, civil disturbance, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. 8.9 A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9 Insolvency of Buyer

9.1 This clause applies if:

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

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 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.

9.2 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.

10 General

10.1 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 the relevant time have been notified to the party giving the notice. Any notice sent by first class post shall be deemed to have been delivered two working days after posting.

10.2 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.

10.3 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.

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