

# Teasel England Ltd

## STANDARD TERMS & CONDITIONS FOR SALE OF FABRIC & FURNITURE

### 1. DEFINITIONS

- 1.1. 'The Company' means Teasel England Ltd.
- 1.2. 'The Customer' means the Customer of the Company.
- 1.3. 'The Contract' means any contract for the sale of goods and/or the supply of services by the Company to the Customer.
- 1.4. 'The Goods' means any goods forming the subject of this Contract including parts and components or materials incorporated in them.
- 1.5. 'The Services' means the services that the Company has agreed to provide.
- 1.6. The 'Company's Conditions' means these Standard Conditions or any other conditions referred to in the Company's estimate/tender or acknowledgement of order. If any of the conditions conflict, then specific conditions in the quote/tender or the acknowledgement of order take precedence over these standard conditions.

### 2. QUOTES/TENDER VALIDITY AND EXISTENCE OF CONTRACT

- 2.1. Quotes/tenders given in writing by the Company (verbal communications do not constitute a quote/tender) shall unless otherwise stated be open for acceptance for 3 months from the date thereof, after which the Company reserves the right to modify the quote/tender. The Company may withdraw its quote/tender at any time prior to written acknowledgement of order.
- 2.2. Any acceptance of the quote/tender by the Customer whether written or verbal will be subject to the Company's written acknowledgement.
- 2.3. No contract shall exist until the Company has satisfactory credit clearance for the Customer and the Company issues a written acknowledgement of order.
- 2.4. If the Company's Conditions are at variance or inconsistent with any provision or condition (whether special or general) contained or referred to in the Customer's enquiry or subsequent order, then the Company's Conditions as described above shall prevail and be effective.
- 2.5. Variations or amendments to the order, or any terms thereof, shall not be binding or valid unless agreed and confirmed by the Company in writing, save as may be provided in the Company's Conditions.
- 2.6. All estimates/tenders are supply only unless specifically noted otherwise, therefore JCT and other sub-contract conditions do not apply.
- 2.7. No order that has been acknowledged in writing by the Company may be cancelled by the Customer except with the written agreement of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including but not limited to loss of profit), costs, charges and expenses incurred by the Company as a result of cancellation.

### 3. CANCELLATION/SUSPENSION OF DELIVERIES.

- 3.1. The Customer will in the event of agreed cancellation indemnify the Company fully against all costs, loss and expense incurred thereby, including a sum in respect of profit loss.
- 3.2. The Company may without prejudice to its other rights in law, suspend or cancel further deliveries or services under this or any other contract between the parties hereto and debit the Customer with any losses incurred if:
  - (a) The Customer shall fail to make payment in full of any sum owing by the date due
  - (b) The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation or an encumbrance takes possession or a receiver or administrative receiver is appointed.
  - (c) The Customer ceases or threatens to cease to carry on business.
  - (d) The Customer has any distress or execution levied on its goods.
  - (e) The Company reasonably apprehends that any of the events mentioned in (b) to (d) above is about to occur in relation to the Customer and notifies the Customer in writing accordingly.
  - (f) The value of goods delivered but not paid for exceeds or if delivered would exceed the Customer's credit limit within the Company.
3. The Company may without prejudice to its other rights whether the Customer refuses, is unable or fails to take delivery of goods or services by the date specified in the Contract or by any date for delivery subsequently advised in writing by the Company a minimum of one week prior to the actual delivery date, or where no date is specified within a

reasonable period, submit an invoice for payment as though the goods or services had been delivered or carried out. The invoice to include storage charges if appropriate. The Company may 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.

### 4. PRICES AND FLUCTUATIONS

- 4.1. All rates and prices are inclusive of VAT
- 4.2. All prices unless agreed, notified or stated herein are exclusive of delivery, and any other additional costs, will be charged to the Customer.
- 4.3. The rates and prices in this quote/tender are based on and are subject to acceptance by the Customer of the entire quote/tender.
- 4.4. Prices stated do not include any future or promulgated increases.
- 4.5. Errors and omissions excepted.
- 4.6. The Company's prices are based on the design specification and fabric at the date of quote /tender. The invoice value will be adjusted to reflect the final design and fabric specification. In the event of significant variation to either specification or fabric, the Company reserves the right to amend the price accordingly, which need not necessarily be on a pro rata basis, but may at the Company's discretion, be in accordance with the latest issue of the Company's Standard Price List.
- 4.7. The Customer shall be liable in full for all loss (including but not limited to loss of profit), costs, abortive costs, charges and expenses incurred by the Company as a result of the Customer's failure to comply with these Conditions and in particular, but not limited to, failure to provide manufacture details in good time and variations to works which have already been manufactured.

### 5. TERMS OF PAYMENT

- 5.1. A 50% deposit is required on confirmation of order by the customer. Balance due at least 10 days prior to delivery. If payment is not made by the due date the Company reserves the right to suspend delivery of item/s on this or any other Contract with the Customer.
- 5.2. Where the Contract is or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment, delivery or part shall be made under sub-clause 5.1 as if the same constituted a separate Contract.
- 5.3. Time for payment shall be of the essence. Without prejudice to any other rights of the Company if the Customer fails to pay the invoice price by the due date, the Customer shall not be allowed any discount given in that invoice. The Customer shall pay interest on any overdue amount from the date of which payment was due to that on which it is made (Whether before or after judgement) on a daily basis at a rate of 3% per annum over the base rate from time to time quoted by Natwest plc and reimburse to the Company all costs and expenses including legal costs incurred in the collection of any overdue amount.
- 5.4. Where the Customer fails to pay the invoice by the due date, all deliveries will be suspended on this and all other contracts with the Company, until the invoice and any additional costs incurred under clause 5.3 have been paid. The Company reserves the right, after such a failure, to cancel the Customer's credit facility, at any time during the contract. The contract will henceforth operate on a cash account basis, whereby payment will be required based on pro forma invoices prior to despatch of goods. The Customer's credit facility can be reinstated at any time at the sole discretion of the Company.
- 5.5. If the Customer's status changes, as defined in Condition 3.2(b) to (e), the price of all goods for the contract less all cleared payments already received, including Goods already delivered and the full price of all part manufactured Goods not yet delivered, shall become due immediately, and payable notwithstanding any agreement to the contrary.

### 6. DELIVERY

- 6.1. Deliveries will be quoted based on the customers order. The company cannot be held responsible for any access issues to customer's home/property.

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- 6.2. The Company reserves the right to make deliveries by instalments.
- 6.3. Any offloading period in excess of 2 hours, will at the Company's discretion, be subject to an additional charge.
- 6.4. Where packaging costs are part refundable, as stated in the estimate/tender, refunds will only be payable if the packaging is returned to Teasel England, 8 Church Street, Tetbury, Gloucestershire, GL8 8JG by the Customer and at the Customer's expense in good re-usable condition.

- 6.5. The Customer shall be responsible for supervising unloading the goods at the Customer's expense and risk, unless otherwise agreed in writing by the Company prior to delivery.

### 7. PERFORMANCE AND LIABILITY

- 7.1. The Company will supply goods in accordance with the Customer's order. The Company will provide the Customer with a written copy of the order and any amendments thereto.
- 7.2. It is the Customer's duty to place orders in good time in order that manufacturing slots can be allocated to achieve the programme.
- 7.3. The Company shall not be liable for any penalty, loss, consequential loss, liquidated damages, injury, damage or expense arising from any failure in delivery or performance arising from circumstances outside the Company's control, including but not limited to force majeure, war or hostilities, government legislation order or direction, strike lock out or labour disturbance, civil commotion, fire, accident, shortage of materials (those of the Company or its supplier's), geology of the stone, power failure, breakdown of machinery, police or local authority restrictions, delays in issue, approval or clearance of working drawings, furniture schedules, templates or other relevant information, lack of instruction from the Customer or suspension of the Customer's credit facility and any other cause outside the Company's control.
- 7.4. Any claim that goods have been delivered damaged, collected by the Customer in a damaged condition, or do not comply with their furniture order, shall be notified by the Customer to the Company within 7 days of delivery or collection.
- 7.5. Any alleged defect shall be notified by the Customer to the Company within 7 days of delivery, or in the case of any defect which is not reasonably apparent on inspection, within 7 days of the defect coming to the Customer's attention.
- 7.6. No claim against the Company shall be allowed for any defect arising from any design or specification provided or made by the Customer or if any adjustments alterations or other work has been undertaken on the goods by any person other than the Company.
- 7.7. Any claim under this condition must be in writing, fully quantified and contain any other details and photographs to support the claim including reference numbers of any allegedly defective goods.
- 7.8. The Company shall be afforded reasonable opportunity and facilities to investigate any claim made under this condition.
- 7.9. In the case of goods which the Company agrees are defective, the Company shall be allowed a reasonable time to rectify any defect or supply replacement goods, whichever the Company deems appropriate, at the Company's expense.
- 7.10. If the Company agrees that recompense is due to the Customer for defects in accordance with this condition, a credit note will be issued against the relevant invoice. The Customer shall not make set offs against payments due on this or any other order/contract with the Company
- 7.11. Where the Company is liable under this condition in respect of part of the goods, then the contract shall remain in full force and effect in respect of the other part or parts of the goods and no set off or other claim shall be made by the Customer against or in respect of such other part or parts of the goods.
- 7.12. All other liabilities including, but not limited to, consequential loss, carriage or loss of profit are expressly excluded from any claim against the Company.
- 7.13. The Company shall have no liability with regard to any claim in respect of which the customer has not complied with the provisions of this or any other condition herein.

### 8. RISK AND RETENTION OF TITLE

- 8.1. Risk in goods shall pass to the customer when the goods are delivered or collected by the customer or its agent.
- 8.2. Notwithstanding the earlier passing of risk to the customer, property and ownership of any goods supplied will remain the property of the

Company and title in the goods shall not pass to the customer until any amounts due are paid and received in full.

- 8.3. Until the title passes the customer shall hold the goods as bailee for the Company shall store and mark them so that they can at all times be identified as property of the Company.
- 8.4. If the Customer fails to comply with the payment conditions, the Company shall be entitled at any time, until the property of the Goods passes to the Customer, 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.

### 9. SPECIFICATION

1. The Company's ability to provide specified sizes will be subject to availability of suitable material at the date of manufacture or supply.
2. All goods are supplied on the clear understanding that natural frame materials and wool fabrics will be subject to natural formation characteristics, variation in colour, markings and texture.
3. The Company reserves the right to supply a similar Fabric alternative where, for reasons outside its control, it is unable to supply the Fabric originally specified.
4. Any samples supplied are merely indicative of the type of the material, and will not necessarily show the variation in colour, marking etc over larger areas of furniture.
5. All furniture designs, dimensions, sizes and trim required for the execution of the works, are unless otherwise agreed and confirmed in writing to be provided by the Customer.
6. Unless specifically provided for in the quote/tender, no drawings or design work has been, or will be provided by the Company. Details contained within the Technical Manual if appropriate are for information only and shall not be construed as imposing design liability upon the Company.
7. Any specifications or particulars supplied by the Company are submitted in confidence and for use and information of the Customer only, and any copyright therein shall remain the property of the Company.
8. The Company shall not be responsible for the suitability or fitness of purpose of the Goods supplied.

### 10. LAW AND CONSTRUCTION

- 10.1. The Contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English Court in all matters regarding the Contract except to the extent the Company invokes the jurisdiction of the Court of any other country.
- 10.2. The headings and conditions are for convenience of reference only and shall not affect their interpretation.
- 10.3. 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 condition.
- 10.4. The parties agree that 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 provisions in question shall not be affected thereby.
- 10.5. This quote/tender constitutes an invitation to treat and is not an offer.

**Issued by: Teasel England Ltd**  
**Company Registration Number: 5841939**  
**Date: 1<sup>st</sup> October 2008**