



ARMLEY CHAIRWORKS LTD.

Terms and conditions

application In the following conditions, the “Supplier” means Armley Chairworks Ltd. and the “Customer” means the party who accepts a quotation or whose order is accepted by the Supplier. “Goods” means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with the contract. “Contract” means the contract arising upon acceptance of the Supplier’s quotation by the Customer or on the acceptance of the Customer’s order by the Supplier. The statutory rights of a “Customer” are not affected by these conditions. These conditions shall apply to all contracts unless expressly varied in writing by the Supplier. Any terms, offered on behalf of the Customer, shall be assumed to be void unless accepted by the Supplier, in writing. 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 Supplier shall be subject to correction without any liability on the part of the Supplier.

specifications and variations The Customer shall be responsible to the Supplier for ensuring the accuracy of any order (including any applicable specification) submitted by the Customer, and for giving the Supplier any necessary information relating to the Goods. The quantity, quality and description of and any specification for the Goods shall be those set out in the Supplier’s quotation (if accepted by the Customer) or, the Customer’s order (if accepted by the Supplier). If the Goods to be manufactured or any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Customer, the Customer should indemnify the Supplier against all loss, damage, costs and expenses awarded against or incurred by the Supplier.

warranties Subject to the conditions set out below the Supplier warrants that the Goods will correspond with their specification and will be free from defects, in material and workmanship at the time of delivery. This warranty is given by the Supplier subject to the following conditions:-

1. that there is no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer
2. does not extend to any parts, materials or equipment not manufactured by the Supplier in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier

3. it does not extend to non standard features specified by the Customer, and the Supplier gives no warranty of fitness for purpose in respect of such products and materials

4. while the Supplier will use all reasonable endeavours to match naturally occurring materials (or materials which may otherwise vary in colour or texture) no warranty is given that such materials supplied will conform with any samples submitted save that such sample is a fair example of the bulk

5. that there is no liability under the above warranty (or any other warranty, condition or guarantees) if the total price of the Goods has not been paid by the due date for payment

6. the Supplier shall not be liable to the Customer for any damage which may occur to materials supplied by the Customer save that the Supplier may exercise reasonable care in handling and working in such materials.

price The Supplier reserves the right to vary the prices at any time without notification. The price of the Goods is not subject to reduction for any discount unless expressly stated in writing. All prices given by the Supplier are ex-works and where the Supplier agrees to deliver the Goods, the Customer will be liable to pay the Suppliers charges for transport, packaging and insurance. All prices quoted are subject to VAT, chargeable in accordance with UK legislation in force at the tax point date.

delivery Any delivery dates quoted are genuine forecasts but are not legally binding on the Supplier. Time of delivery shall not be the essence of any contract. The Customer will take delivery of all products ordered, as soon as they become available. In the event of the Supplier being unable to supply the Goods subsequent to receiving an order from the Customer, the Supplier shall not be held liable for any incidental or consequential loss howsoever arising. It is the Customer's responsibility, regardless of delivery address, to ensure the Goods are as ordered and are of a satisfactory quality. The Customer must:

1. Check correct description and quantity of Goods supplied are the same as that on the delivery note

2. Ensure that the Goods are of an acceptable quality

In the event of any discrepancy whatsoever, the Customer must notify the Supplier within 7 working days of the arrival of the consignment, and before the Goods are processed in any way. Otherwise no responsibility can be accepted for any claims. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification or short delivery is notified to the Supplier in accordance with these terms and conditions, the Supplier shall be entitled to replace the Goods (or the part in question) or to deliver the balance of the Goods or, at the Supplier's sole discretion, refund to the Customer the price of the Goods, but the Supplier shall have no further liability to the Customer.

liability Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the

contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever. The Supplier shall not be liable to the Customer 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 Supplier's obligations in relation to the Goods.

payment All accounts to be paid in full, including VAT due, 30 days from the date of the Suppliers invoice, unless some other period of payment is agreed in writing by the Supplier. The time for payment of the price shall be of the essence of the sale. Where the Goods are to be delivered by instalments, the Supplier shall be entitled to invoice the Customer upon delivery of each instalment. All Proforma accounts must be paid in full before goods can be dispatched. If any of the following events occur all accounts due from the Customer shall immediately be discharged in full, including VAT due and any further deliveries shall be suspended under the contract without any liability to the Customer:

1. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise and for the purposes of amalgamation or reconstruction);
2. an encumbrance takes possession, or a receiver is appointed, or any of the property or assets of the Customer; or
3. the Customer ceases, or threatens to cease, to carry on business; or
4. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

If the Customer fails to make payment on the due date then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

1. cancel the contract or suspend any further deliveries to the Customer
2. appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer)
3. charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent above the Barclays Bank Plc base rate from time to time until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest)
4. the Supplier's invoices shall be payable by the Customer and the Supplier shall be entitled to commence proceedings against the Customer in respect of any unpaid invoice, notwithstanding that the property in the Goods referred to in such invoice has not passed to the Customer.

risk and title Risk of loss or damage to the Goods shall pass to the Customer immediately on delivery to the Customer or to any persons acting on their behalf. The Supplier remains the legal and equitable owner of the Goods until payment has been received and cleared in full settlement

of the price of the Goods. Until such time as title of the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured, and identified as the Supplier's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Supplier for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and, in case of tangible proceeds, properly stored, protected and insured.

The Supplier reserves the immediate right of repossession of any Goods to which it still retains the title and the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and, if the Customer fails to do so, forthwith to enter upon all or any of the premises of the Customer or any third party where the Goods are stored and repossess the Goods. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any owing accrued rights of the Supplier there under or otherwise. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

Jigs, fixtures, tools, manufactured by the Supplier to facilitate the production will remain the property of the Supplier unless otherwise agreed in writing.

law and jurisdiction These Terms and Conditions and the contract shall be governed by and construed in all respects in accordance with English Law. The Customer and the Supplier agree to submit to the exclusive jurisdiction of the English Courts.