

# Terms and Conditions of Sale

**1.1** Our Terms and Conditions of Sale herein apply to all orders accepted by us regardless of any stipulations or conditions contained in purchase orders submitted to us. Any such stipulations or conditions which attempt to create any warranties or other terms or conditions of sale not expressly stated herein are considered void and shall not be binding upon us. Orders will not form the basis of any contract unless acknowledged as accepted by our official form of acknowledgement and subject to our Terms and Condition of Sale herein contained.

**1.2** Delivery dates are given in good faith (time being expressly excluded as being the essence for any orders) and shall not be liable for failure or delays in deliveries due to "force majeure" (e.g. strike, acts of God, shortages of raw materials or transport, models discontinued or other causes beyond our control) and as such we do not accept liability for any costs as a consequence of such. We reserve the right to make partial deliveries. Delays in completing an order should not be grounds for withholding payments of partial deliveries already made. Balance not delivered, in production, at works or delayed due to circumstances beyond our control cannot be cancelled unless this cancellation is accepted in writing by us.

**1.3** Hardwood frame structures carry a 5 year warranty.

**1.4** We reserve the right to alter designs, materials and prices without notice. Prices being those ruling on date of delivery.

**1.5** Cancellations and alterations to an order may be accepted if made in writing not more than 7 days after the order is placed, and at least 30 days prior to due date of delivery/shipment. Advance payments will not be refundable, and where alteration to an original order is made additional payments may be required.

**1.6** Returns and Allowances

(i) No repairs should be performed or merchandise returned to us without prior written authorisation from our Head Office.

(ii) No merchandise is to be returned to the factory without written authorisation from our Head Office.

(iii) No allowances will be made for packing and handling charges on furniture being returned to us.

(iv) We will accept no merchandise returned to us for credit. If the merchandise is defective and the return is authorised, we will replace or repair the items involved.

(v) Our liability for defective merchandise shall be limited to the replacement or repair of that merchandise, and we shall be liable for no other damage or losses.

**1.7** All goods delivered shall remain our property and no rights may pass to third parties until such time as payment is received by us in full for goods. Payment terms are strictly 30 days net from the date of invoice. Connection retains the title and ownership of all goods until they have been paid for in full.

**1.8** If the customer's account is overdue for payment, we shall be entitled to cancel or suspend the undelivered part of this or any other contracts.

**1.9** Special Terms: due to the nature of our products, all goods must be carefully examined at the time of the delivery and any chips, scratches, dents, cracks, breaks or other damage or other defect must be noted on our delivery note and countersigned by our delivery man/carrier/shipper otherwise we cannot entertain claims based on any of these causes. Furthermore, we cannot accept 'unexamined' signatures nor claims for damage whatsoever after delivery. We strictly do not accept any queries outside of a 48 hour period on receipt of delivery.

General: Sometimes the only proof that an item is genuine are the natural imperfections themselves. We feel our obligation to the customer is to produce furniture within quality standards commensurate with price. We are constantly striving to provide the best quality possible for the price, but ultimate perfection is not practical because it would make the cost prohibitive.

**1.10** Claims in respect of alleged faulty goods shall not be grounds for withholding payments.

**1.11** Interest at the prevailing M.L.R. plus 4% will be charged by us and shall be paid by the customer from the date on which payment is due until actual payment.

**1.12** Passing of Risk and Title:

(i) Risk in the goods shall pass to the Purchaser upon delivery in accordance with the Purchaser's instructions unless otherwise provided in these conditions.

(ii) Until such time as the Seller has received payment in full of all sums owed to it on any account by the Purchaser (Whether arising out of this or any other contract) legal and beneficial title to the goods shall remain in the Seller and the Purchaser shall account to the Seller in respect of the proceeds of other contract) legal and beneficial title to the goods shall remain in the Seller and the Purchaser shall account to the Seller in respect of the proceeds of sale of the goods and

(a) The Purchaser shall hold the goods as bailee for the Seller.

(b) The Purchaser shall store the goods in such a manner that they can be identified as the property of the Seller.

(c) The Purchaser shall be at liberty to sell or use the goods in ordinary course of its business unless the Seller by written notice terminates that liability which it may do at any time if the Purchaser goes or threatens to go into receivership, administration or liquidation. At any time after the giving of such notice the Seller may repossess the goods and the Purchaser hereby grants the Seller an irrevocable licence to enter any premises of the Purchaser for the purpose of so doing.

## DATA PROTECTION ACT

To comply with the terms of the Data Protection Act we are required to advise you that we may search your record at one or credit reference agencies from time to time. This information is recorded for credit insurance purposes and for our sole use.

**FSC/PEFC Code Description FSC Certificate No. INT-COC-002101, PEFC Certificate No. INT-PEFC/COC-002101**

\*FSC1\* Denotes materials have been produced from FSC Mix 50%

\*FSC2\* Denotes materials have been produced from FSC Mix 70%

\*FSC3\* Denotes materials have been produced from FSC 100%

\*FSC4\* Denotes materials have been produced from FSC Mix Credit

\*PEFC1\* Denotes materials have been produced from 50% PEFC certified

\*PEFC2\* Denotes materials have been produced from 70% PEFC certified