

QUAY 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 Conditions 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). We reserve the right to make partial deliveries. Delays in completing an order should not be a ground for withholding payments of partial deliveries already made. Balance not delivered, in production, at works 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 order may be accepted if made in writing not more than 7 days after 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 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) Authorisation for repairs, returns, replacements and allowances cannot be made by field personnel.
- (iv) No allowances will be made for packing and handling charges on furniture being returned to us.
- (v) 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.
- (vi) Our obligation to the customer is to produce within a certain quality standard commensurate with the price, but ultimate perfection is not possible because of the nature of the materials in which we deal. It is part of the customer's function to service the merchandise to include a reasonable amount of touch-up and deluxing.
- (vii) 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.

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 delicate and fragile nature of our products, all goods must be carefully examined at the time of 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. General: No two things are exactly alike and that includes trees from which fine furniture is made. By Nature's own laws, the colour and the graining of furniture varies. No furniture manufacturer can guarantee the exact matching of all pieces – but you will find that the variations in grain and colour enhance the interest and charm of quality furniture. No furniture can be flawless because the material from which furniture is made is not flawless. It should be kept in mind that the perfection is something that we seek and will always strive to attain. Sometimes the only proof that an item is genuine are the natural imperfections themselves. We feel our obligation to the dealer 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 ground 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 Purchase(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 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 to the Seller may repossess the goods and the Purchaser hereby grants the Seller and irrevocable licence to enter the 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 more credit reference agencies from time to time. This information is recorded for credit insurance purposes and for our sole use.