

# Terms and Conditions of Trading

## 1. GENERAL

- (a) Fray Design Limited (the Company) put forward all quotations and accept all orders only on the terms and conditions of sale which follow and to the exclusion of all other guarantees, conditions and warranties (including any as to quality or fitness for any particular purpose) whether express or implied by statute or common law or otherwise. In the event of customers' orders containing conditions such conditions are only binding in so far as they are not inconsistent with the Company's terms and conditions.
- (b) No addition to or variation from such terms and conditions shall have effect unless such variation or addition is expressly accepted by the Company in writing under the hand of a Director.
- (c) The Company's catalogues, price lists and other advertising matter shall not form part of any contract.
- (d) The Company reserves the right to modify designs and specifications without prior notification.
- (e) The Customer will not, at any time without the Company's previous consent in writing, manufacture or have manufactured any goods in imitation of the whole or any part of the goods the subject of this quotation and/or order, and will not at any time dispute themselves, or counsel or assist any other person to dispute, the validity of any registered design, patent, or other protection relating thereto. Furthermore, in the event of the sale or other disposal by the Customer to a third party of such goods, the Customer will impose this condition upon and properly enforce the same against such third party.

## 2. QUOTATIONS

All quotations are open to acceptance for a period of four weeks (28 days) from the date of quotation.

## 3. DESIGN

The Company's policy is one of continued improvement and it reserves the right to make modifications to the design or construction without prior notification. Designs may be withdrawn without prior notice.

## 4. DESIGN DRAWINGS

All design drawings are deemed to be both accurate and accepted by the Customer if a written objection to them is not received by the Company within 5 days of receipt of the drawings. Drawings are deemed to have been received by the Customer 2 days after the date of first class postage. Upon acceptance of the drawings by the Customer (deemed or otherwise) the Order will be processed as an acknowledged order and will be manufactured.

## 5. DESIGN CHARGE

The initial design submission for an order is not chargeable to the Customer. If more detailed design work is required by the Customer then the Company reserves the right to charge up to £250.00 plus VAT per person per day (the Design Charge) should the Company fail to receive an order which is satisfied in accordance with term 9 of these conditions subsequent to the Design Charge becoming chargeable. The Design Charge will be waived by the Company should the Customer place an order which is acknowledged and satisfied in accordance with term 9 of these conditions.

## 6. DESCRIPTION

The quantity and description of any goods shall be as set out in the Company's quotation or acknowledgement of order. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract.

## 7. PRICES

All orders are accepted at prices ruling at date of despatch unless otherwise agreed. Prices are exclusive of Value Added Tax which will be added at the rate ruling at the time of delivery on the net value of the goods.

## 8. WARRANTY

The Company's products are manufactured to the highest quality standards and should give years of trouble free service, provided the handling and care instructions are observed. If during a period of two years from the date of delivery, any part of the furniture sold by the Company is found upon inspection by or for the Company to have proved defective in material or workmanship under normal use, the Company will repair or replace such part free of cost to the customer provided such part is returned properly protected and carriage paid to the Company. The Company will not be liable to repair or replace any part if the care instructions have not been properly followed, or it has been subjected to any mis-use, unauthorised repair, modification or replacement.

## 9. PAYMENT

All payments are due thirty days following the date of invoice unless otherwise agreed and the Company reserves the right to charge interest on any overdue amounts at a rate of 4% above the base rate of Barclays Bank plc. The Company reserves the right to issue invoices where part deliveries are made or where delivery is delayed at the request of the Customer beyond the date originally confirmed. In the latter case the Company reserves the right to issue additional invoices for storage charges until the goods are delivered. All invoices issued in the above circumstances will become payable in accordance with the above payment terms. The Company reserves the right to stop working at anytime on an acknowledged order if the provisions within this term 9 are breached by the Customer at any stage of the manufacturing or planning process. A handling charge of 2.5% per transaction will be applied to all credit card payments.

## 10. DISCOUNTS

Any discounts agreed are offered subject to payment being made strictly in accordance with arranged payment terms.

## 11. NEW ACCOUNTS

Order acceptance is subject to satisfactory credit clearance or on receipt of remittance against pro-forma invoices. Delivery periods quoted are operative from receipt of payment against pro-forma invoices or credit clearance at the Company's discretion.

## 12. DELIVERY

- (a) Delivery periods stated are subject to material availability and are subject to confirmation. Every effort will be made to adhere to dates or periods stated but the Company cannot accept any liability for any loss howsoever occasioned resulting from delay in delivery.
- (b) Goods will be delivered to the goods inward section or any one central ground floor point used by the customer to receive goods. Prices are not inclusive of any distribution beyond the delivery point or for installation unless specifically stated and agreed.
- (c) Goods will be delivered free of charge to the UK mainland for all orders in excess of £1000 nett value excluding VAT in accordance with our standard delivery routes. A delivery charge at cost plus VAT will be made for all orders under £1000 nett value excluding VAT or where a delivery is required on a day outside the Company's usual delivery route to that area.
- (d) The return of our copy despatch note signed or unsigned will be taken by the Company as proof of satisfactory delivery.
- (e) Special prices for installation will be quoted on request. It is the responsibility of the Customer to advise of any unusual or difficult aspects of the premises which might complicate the installation; in the event that as a result of failure on the Customer's part to impart such information it is impracticable to complete installation, the goods may be returned to the Company until the job can be completed. In these circumstances the Company reserves the right to charge the Customer for the additional costs incurred.
- (f) If any bodily injury occurs or any damage arises during delivery or installation of the furniture which is not attributable to the negligence of the Company or its employee(s) the Customer will indemnify the Company against any claims, proceedings, demands or costs which may arise.

## 13. ORDER CHANGES

The Company reserves the right to make additional charges for any variations made by the Customer after the date of the issue of the order acknowledgement. Any such changes in requirements may affect the stated delivery period. Changes to specification of products on acknowledged orders can only be considered within 5 days of the acknowledged order.

## 14. CANCELLATIONS

Orders when accepted and acknowledged by the Company cannot then be cancelled except with our agreement and on terms which will indemnify the us against all loss. Minimum cancellation charge is 20% of gross value of goods on order.

## 15. DAMAGE IN TRANSIT

Shortages or damages must be advised to the Company in writing within three days of receipt of goods and delivery notes endorsed; carriers must also be advised. In the event of the Customer being unable to accept delivery as quoted or otherwise agreed, the Company reserves the right to place the goods in a commercial warehouse and to charge all transport, handling and storage costs to the Customer.

**16. OWNERSHIP OF GOODS**

The title and property in goods supplied by the Company will not pass to the Customer until payment in full has been received and cleared by the Company. Risk in respect of such goods will pass to the Customer from the moment of delivery. The Company reserves the right of entry to the Customer's premises, or other premises where the goods may be being held, for the purpose of repossession of the goods or goods to the value thereof at any time where the price remains outstanding or any other sum owing by the Customer to the Company has not been paid. This clause also stands in the event of bankruptcy, winding up resolution or the appointment of a Receiver or Liquidator.

**17. DIMENSIONS**

All measurements quoted in our literature are nominal and terms used are those accepted by the industry.

**18. ASSIGNMENT**

The Company may assign any contract or any part of it to any person, firm or Company. The Customer shall not be entitled to assign any contract or any part of it without the prior written consent of the Company.

**19. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel an acknowledged order or reduce the volume of the goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**20. JURISDICTION**

All quotations and contracts shall in all respects be governed by English Law.