



## TERMS AND CONDITIONS OF SALE

The following Terms and Conditions (“the Terms”) are the Terms on which Furniture Resource Centre Limited sells goods and supersede all other Terms.

### INTERPRETATION

In these Terms & Conditions the following expressions shall have the following meanings:

“SELLER” refers to Furniture Resource Centre Ltd.

“BUYER” refers to the individual, firm, company or any other party from whom an order to supply Goods has been received by the Seller.

“TERMS” refers to the standard terms and conditions of sale of the Seller as set out herein, including any additional terms and conditions of sale agreed in writing between the Seller and Buyer.

“WRITTEN/IN WRITING” Refers to all written communications and includes fax and email.

“ORDER” refers to an order placed by the Buyer to the Seller for the supply of goods.

“GOODS” refers to goods and/or services which the Seller is to supply to the Buyer.

“STANDARD” in reference to goods refers to goods held in the general stock of the Seller.

“BESPOKE” refers to any items made particularly for the Buyer by virtue of their design being ‘non-standard’ or the quantities required being above the Sellers normal stockholding.

“DELIVERY” refers to the delivery of goods and/or services.

### 1. PRICE AND PAYMENT

- 1.1 The price for the goods shall be the quoted price of the Seller as confirmed on the Sellers Order Acknowledgement to the Buyer and shall be exclusive of VAT.
- 1.2 The Buyer shall make payment of the price plus VAT at the prevailing rate within 30 days of the invoice date for the goods unless an alternative payment agreement has been reached between the Seller and Buyer.
- 1.3 Where multiple deliveries are consolidated into one invoice the Buyer agrees to make payment to the Seller for all accepted goods within 30 days of the invoice date.
- 1.4 Any disputes arising from individual items or deliveries on consolidated invoices shall result in the Buyer withholding payment in relation only to the goods affected; the Buyer agrees that all other goods on the invoice will be paid for within the normal stated Terms.
- 1.5 The Seller reserves the right to withdraw or vary credit facilities at any time by written notice without either giving reason for doing so or incurring any liability to the Buyer
- 1.6 If the Buyer orders goods from the Seller in excess of the Buyers credit limit, the Seller may require payment of cleared funds prior to delivery for such excess.
- 1.7 Each payment made remains the responsibility of the Buyer until such time that it is received by the Seller.
- 1.8 If the Buyer fails to make payment by the due date, the Seller shall be entitled to suspend deliveries and to charge interest both before and after judgement on the unpaid amount at the rate of 8% above the Bank of England base rate.

### 2. GOODS

- 2.1 The description and quantity of the goods to be sold shall be set out in the order form/order acknowledgement provided by the Seller to the Buyer. The Buyer shall be responsible for ensuring the accuracy of the order and the necessary information relating to the supply of the goods.
- 2.2 The Seller shall have the right to provide alternative products to those ordered by the Buyer providing they meet the Buyers product specifications and wherever possible will not increase the cost to the Buyer. In such cases every

effort will be made by the Seller to notify the Buyer prior to agreed delivery date.

- 2.3 In the event of any additional costs incurred as a result of the variation, delay or suspension of goods caused by the Buyer, the Buyer will pay these costs to the Seller.

### 3. DELIVERY & STORAGE

- 3.1 The Seller shall deliver the Goods to the Buyer at the address nominated by the Buyer as shown on the order form/order acknowledgement and will make every effort to deliver on the date shown on the order form/order acknowledgement.
- 3.2 Where the Seller is holding goods awaiting delivery instructions from the Buyer, the goods may be subject to a storage charge.
- 3.3 The Seller reserves the right to deliver goods by instalment where necessary. In such cases every effort will be made by the Seller to notify the Buyer prior to the agreed delivery date.
- 3.4 In the case of large deliveries a representative of the Seller may conduct a pre-delivery visit to ensure all Health & Safety obligations of both Buyer & Seller (as set out in section 11 of these Terms) are met and potential problems with delivery are addressed in advance.

### 4. DENIED ACCESS TO PROPERTIES

If the seller cannot obtain access to a property to carry out a delivery or other required visit as previously agreed between the Buyer and the Seller then the Seller retains the right to recover reasonable delivery costs.

### 5. ACCEPTANCE OF GOODS/SERVICES

- 5.1 Where the Seller is in possession of a signed delivery note the Buyer shall be deemed to have accepted delivery of the Goods if no notification of any discrepancies has been reported to the Seller on or before the 5<sup>th</sup> working day after delivery.
- 5.2 The Buyer shall not be entitled to reject the Goods signed for in whole or part after 5 working days.
- 5.3 For the Seller to consider any claims of damaged goods or shortages on delivery the Buyer must ensure that this is noted on the delivery note.
- 5.4 Damages or shortages noted after delivery must be reported to the Seller within 5 working days of the delivery.

### 6. CANCELLATION

- 6.1 Cancellation of orders for Bespoke items of furniture or floor or window coverings will be considered at the Sellers discretion. Any such cancellation notice must be received from the Buyer at least 10 working days before scheduled delivery.
- 6.2 Cancellation of Standard goods also remains at the Sellers discretion but will normally be accepted if received 2 working days prior to delivery.
- 6.3 In any cases of cancellation by the Buyer, the Seller reserves the right to charge to the Buyer an amount equal to the total cost of the goods and labour incurred relating the cancelled order along with any subsequent reselling costs.

### 7. WARRANTY PERIODS

- 7.1 The Seller shall offer a 12 month warranty on all goods beginning from the date of delivery (this excludes small electrical items and white goods which are covered by the manufacturer’s standard warranty – see 7.2).
- 7.2 Small electrical items and white goods are covered by the relevant manufacturer’s warranty. Faults will be reported to the relevant manufacturer for repair/replacement under the relevant warranty. Response times and service levels are therefore controlled by the manufacturer or manufacturers representative and cannot be influenced by FRC.

- 7.3 In the case of warranty claims the Seller or a representative of the Seller will inspect the defective item within 10 working days and notify the Buyer of the outcome of this inspection.
- 7.4 Where warranty claims are agreed by the Seller a repair or replacement to the specification of the original product will be offered as deemed appropriate by the Seller.
- 7.5 In the case of items that have been mistreated or used in a manner deemed improper by the Seller the Buyer will be informed within 10 working days and no free of charge repair or replacement offered.
- 7.6 All replacement items requested by the Buyer for use during the inspection period will be provided free of charge on a like for like basis pending investigation, these items and the cost of delivery will become chargeable for rejected warranty claims.
- 7.7 Any repaired or replaced goods will be delivered free of charge by the Seller to the original point of delivery.
8. TITLE AND RISK
- 8.1 The risk of Goods shall be passed to the Buyer at the time of delivery.
- 8.2 Title of the Goods shall not pass to the Buyer until they have made payment of all sums owing to the Seller in relation to the goods received and any other amounts due for payment at that time.
- 8.3 Until such time as title in the Goods passes to the Buyer the Seller shall have the right to repossess or otherwise recover the Goods from the Buyers premises or those of any third party where the goods may be held.
9. LIMITATION OF LIABILITY
- 9.1 With the exception of personal injury or death due to the negligence of the Seller, the Seller shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Goods.
- 9.2 The Seller shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement.
- 9.3 With the exception of personal injury or death due to the negligence of the Seller the liability of the Seller under these conditions shall not exceed the price paid for the Goods.
10. HEALTH & SAFETY
- 10.1 The Buyer must make the Seller aware of any conditions that may affect the ability of the Seller's employees to move items safely, including but not limited to uneven ground, steep or uneven steps, narrow passageways or the need to park the delivery vehicle a long way from the property.
- 10.2 The Seller reserves the right to refuse delivery at a property should it be deemed unsafe by the delivery crew upon arrival. The Seller will report such incidents to the Buyer immediately and reserves the right to charge reasonable costs for the delivery.
- 10.3 The Seller will not be liable for removal and disposal of items that pose a risk to the health and safety of employees and subcontractors.
- 10.4 The Seller will report any accidents, dangerous occurrences and near misses that occur at the Buyers delivery address to the Buyer and where appropriate the Health and Safety Executive.
- 10.5 The Buyer should make the Seller aware, prior to delivery, of any potential issues with tenants at the Buyers properties, which could endanger the welfare of the Seller's employees.
- 10.6 The Buyer shall ensure that all utilities (water, gas, electricity) are safe to use and are supplied and tested in accordance with relevant legislation at the time of delivery.
- 10.7 All sub-contractors employed by the Seller shall be subject to the same health and safety Terms as staff employed directly by the Seller.
11. RISK ASSESSMENT
- 11.1 The Buyer is responsible for ensuring that a risk assessment is carried out for each of the properties at which delivery is expected. This should include a check for asbestos.
- 11.2 Where drug dependant tenants have previously or do currently occupy a property the Buyer must ensure that a a Control of Substances Hazardous to Health (COSHH) assessment and needle sweep have been carried out prior to any deliveries at that address.
- 11.3 The Buyer agrees to carry out COSHH assessment where requested by the Seller prior to carpet fitting due to the potential for high fumes or carcinogenic levels.
- 11.4 Risk assessments must be made available to the Seller upon request.
- 11.5 The Seller may also carry out a risk assessment where deemed necessary by the Seller
12. FORCE MAJEURE
- The Seller shall not be liable for any default due to any circumstance beyond the reasonable control of the seller including, but not limited to:  
Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake, power failure, breakdown or shortage of supply affecting either the Seller or the Seller's supplier.
13. GENERAL
- If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.
- The Seller may without the consent of the Buyer assign or sub-contract the fulfilment of its rights or obligations or any part of these Terms & Conditions.
- The headings in these Terms are for ease of reference only and shall not affect the interpretation of any of the Terms & Conditions.
- No waiver by the Seller of Terms breached by the Buyer at any time shall operate as waiver of future breaches.
14. ENTIRE AGREEMENT
- This Agreement constitutes the entire agreement between the Seller and the Buyer and supercedes all previous agreements, arrangements, undertakings or proposals, whether written or oral, between the parties.
- Each party acknowledges that it has not relied upon and shall have no remedy in respect of any statement, condition, representation or warranty other than as expressly set out in this Agreement, unless fraudulently made.
15. GOVERNING LAW AND JURISDICTION
- This agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.
16. RIGHTS OF CONSUMER
- Nothing in these Conditions shall affect the statutory rights of the consumer.