

# TERMS AND CONDITIONS OF SALE

## 1. INTRODUCTION

- a) In these conditions "the company" means Richard Grafton Interiors and "the Customer" means the person or company to whom this document is addressed.
- b) Nothing in these conditions shall affect the customer's statutory rights.

## 2. CONDITIONS

These conditions shall form the basis of the contract between the company and the customer. The company and the customer must agree any changes to these conditions in writing. Any statements or representations made by any employees or agents of the company shall not have effect unless confirmed in writing by the company.

## 3. GOODS

Subject to clause 8, the company will supply the furniture and/or product ordered in accordance with the customer's order and the company guarantees that the goods shall be of satisfactory quality and reasonably fit for the customer's stated purpose, having regard to the following:

- a) Richard Grafton Interiors uses its discretion to present fabrics and/or product to their best effect within the limitations of each fabric/product design.
- b) Dependent on the fabric/product designs and furniture shape, there are limitations to the specific positioning of the details and other areas.
- c) Timber & Stone are natural products and as such movement, natural markings and colour change can occur for which the company cannot be held responsible for.
- d) Any defects in the product howsoever arising must be notified in writing to the company by the customer, within 14 dates of their receipt.
- e) The company cannot guarantee against resin exudation on the outer surface of its manufactured product. Resin is a natural substance found within timber.
- f) All other products must be maintained as advised to validate any guarantees.
- g) Goods supplied only and installed by trades other than those managed by the company (i.e. clients own trades) are only covered by the manufactures standard warranty. The company shall not offer any alternative warranty for the installation or products.
- h) Product finishes, including but not limited to metal finishes, can vary from samples provided, the company cannot be held responsible for these changes from suppliers.

## 4. DELIVERY

- a) The company undertakes to use its best endeavors to dispatch goods within a quoted delivery time but does not guarantee to do so. The customer may not terminate the contract if delivery is late. If delivery is delayed by any cause beyond the reasonable control of the company, a reasonable extension of time for delivery shall be granted.
- b) Unless otherwise stated, all quotations and estimates assume delivery of an order in full. The company reserves the right to charge extra for delivery of part orders where requested by the customer.
- c) The customer shall notify the company of any short delivery or damage present at the time of delivery, notice to be given in writing within three working days of delivery. No claim can be considered for damage on delivery if this requirement is not complied with. If there is short delivery, the customer will accept the goods delivered as part performance of the contract.
- d) If the customer fails to take delivery on the agreed delivery date, the company may store and insure the goods and charge the customer the reasonable costs of doing so and may invoice the customer for such costs at any time.
- e) If the customer cancels a booked delivery less than seven days before the delivery date the company may charge the customer a cancellation fee of £35 which represents the real cost to the company of the empty space on the delivery van.
- f) It is the responsibility of the customer to ensure that the goods will go into the customer's premises. If the company agrees to alter its goods to facilitate delivery the customer shall be responsible for all costs arising from the modification.
- g) The company's delivery conditions assume normal access is available. Any difficult access problem must be brought to the company's attention prior to delivery. The customer shall be responsible for the cost of extra time or equipment required due to difficult access. The company shall not be responsible for any costs of alteration or modification to the customer's premises to facilitate delivery. A quotation can be provided prior to delivery or the goods can be delivered to the door for a specialist removal company to move them into the final position required.
- h) If the goods are damaged by the company on delivery and the company is unable, for reasons beyond its reasonable control, to repair or replace the damaged goods, the company may refund all monies paid by the customer and not replace or repair the damaged goods. This clause shall not apply where the damage is the fault of the customer.

## 5. PROJECTS

- a) The company will issue a programme of works where applicable for the customer to review. The dates indicated on this planner are subject to change and are to be used as a 'guide' only. The company cannot be held accountable for eventualities causing delays which are beyond their control.
- b) Property access will be discussed with the customer ahead of a project start date and agreed in writing. Although all due care and attention will be taken, the company cannot be held responsible for the full security of the customers property unless also agreed in writing with the company.
- c) A snagging and warranty will be in place for 6 months following completion of a project. Following that period, the company hold the right to price any replacements, repairs or further works to the customer and will agree this in writing.

## 6. PAYMENT

- a) The customer shall pay for the goods strictly on or before delivery, whichever is a requested by the Company. The customer shall pay interest on overdue accounts of 4 percent above Natwest Group plc base rate, accruing daily, whether before or after any

judgment. If the customer fails to pay on time, he or she shall lose the benefit of any previously agreed discount.

- b) The company may agree in writing that payment may be made at a time after delivery in which case the title to the goods shall remain with the company until the customer has paid all outstanding sums owed to the company.
- c) The risk of accidental deterioration or destruction shall pass on delivery to the customer.
- d) Until the company receives payment in full the customer shall not sell or dispose of or part with possession of the goods. If payment or any part-payment is overdue the company of its agent may, without prejudice to any of its other rights, recover or recall the goods or any of them and may enter the customer's premises for that purpose. Any costs incurred by the company in recovering the goods shall be paid by the customer.

## 7. CANCELLATION AND DEPOSIT

- a) All goods are made to the order and individual specification of the customer. If the customer cancels an order through no fault of the company, the customer shall pay to the company a sum equal to the costs directly and foreseeably incurred by the company to that date in fulfilling the customer's order to the customer's specification. The company's calculation of this sum shall be fair and reasonable, and the company may invoice the sum within 14 days of cancellation and the customer shall pay the invoice within 30 days.
- b) Any deposit paid by the customer in respect of the goods ordered will, if the customer cancels an order under clause 6(a), be applied towards payment of the invoice under clause 6(a). Where the amount of the deposit exceeds the amount of that invoice, the company will refund the balance to the customer.
- c) If the company cancels an order through no fault of the customer, the company will refund any deposit paid by the customer and shall pay to the customer a sum equal to the costs directly and foreseeably incurred by the customer to that date in fulfilling its obligations under this contract. The customers calculation of this sum shall be fair and reasonable.
- d) For the avoidance of doubt, any deposits retained by the company on cancellation may not be used as a deposit or part payment for any other order unless specifically agreed between the company and customer.

## 8. QUALITY OF GOODS

- a) Where the customer notifies the company of any breach of the guarantee at clause 3 the company shall, at its sole option:
  - (I) Repair the goods
  - (II) Replace all or any part of the goods; or
  - (III) Refund all monies paid by the customer
- b) Clause 7(a) shall be the extent of the company's liability to the customer for defective goods.
- c) If liability attaches to the company irrespective of the limitations above, that liability shall be limited to the total invoice value of the goods plus any delivery, removal or transport charges incurred by the customer. The company shall only be liable for loss or damages suffered by the customer which arise as a direct result of and which naturally flow from a breach by the company of this contract and which were foreseeable at the time of this contract.
- d) Colour matching can be guaranteed only if all goods are ordered at the same time. This applies to all upholstery, soft furnishings, cabinetry, furniture and all other product. No guarantee can be given to colour match a sample shown at a company shop or supplied by the company. Where the customer has specified that the goods shall be of a certain colour or size, such specification shall be subject to reasonable variation.
- e) Where the company is in breach of the guarantee at clause 3 and a particular fabric or fabric shade or product is no longer available to replace a defective piece, the company's responsibility shall be limited to the covering or repairing of the damaged article in as near as match as possible, without guarantee of an exact match. In any event the company shall not be liable to repair or to recover a complete product or piece of furniture if an exact match of the original is unobtainable. (i.e. Fabric and/or colour/finish)
- f) Fabric or product supplied by the customer carries no guarantee from the company, whether for suitability or for wearing qualities.
- g) In respect of goods which are displayed as "sold as seen" the company will not be liable for any defects which have been or could have been identified by the customer on inspection before purchasing the goods.
- h) Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if that failure or delay is due to any clause beyond its reasonable control.
- i) Nothing in these conditions shall exclude or restrict the company's liability for death or personal injury caused by its negligence.

## 9. MISCELLANEOUS

- a) These conditions shall be governed by and construed in accordance with English Law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.
- b) If any clause or part of a clause is found to be unenforceable by a court or other body with proper authority then that clause or part of a clause will be deleted and the rest of the contract shall remain in full force and effect so far as is possible under law.

## 10. PRICING

Every effort is made to ensure that prices quoted by staff members are accurate at the time you place your order. If an error in pricing is found within 14 days of you placing your order, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If we do not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel, we will refund or re-credit you for any sum that has been paid by you for the goods. If we do not receive an order confirmation within 28 days of issuing the quotation, the order will expire, and re-pricing would be applicable.