



## Seamless interiors Terms and Conditions

### TERMS OF BUSINESS

- Current costs and is subject to confirmation following a site visit.
- The provision of flame retardant fabrics.
- Mains electricity should be available to site. If electricity is not available then this should be made known to us at the time of order, as there will be an additional cost to the above estimate.
- Any site specific Health and Safety regulations will be notified by the client.
- Delivery and installation only, our price excludes dismantling and skips or removal of waste.
- Our standard payment terms, for existing clients, are 50% with order, 25% on installation of contract and 25% within 30 days
- If you are a new client you will need to apply for a credit account. This can take up to four weeks from receipt of your application - please therefore email or call for a form to be sent to you today, otherwise full payment will be required before we commence on site.
- The total contract value is excluding Value Added Tax at the current rate.
- Cost includes delivery, installation, materials and labour but excludes dismantling, skips and removal of waste.
- Estimate remains good for 14 days from date of issue. No project can be booked without the relevant deposit in place.

#### **Please note the important information detailed below:**

**This estimate is strictly subject to availability of materials and labour at the point of receipt of a written order. If you wish to work with us please make your reservation early to avoid disappointment.**



## Conditions of Sales

### 1. Interpretation

In these Conditions the following terms have the following meanings:-

- Buyer means the person(s), firm or company who purchases the Goods and/or Services from the Company;
- Company means Seamless Interiors (2006) Limited (company number 06021272) whose registered office is 13 Byron Road, West Bridgford, Nottingham, Nottinghamshire, NG2 6DY
- Contract means any contract between the Company and the Buyer for the sale and purchase of the Goods and/or Services;
- Goods means any goods agreed in the Contract to be supplied by the Company to the Buyer;
- Services means the services (if any) agreed in the Contract to be performed by the Company;
- Special Conditions means all specific conditions relating to the Goods and/or Services contained in or referred to in the Company's written Order Acknowledgement.

### 2. General

- The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including those of any Buyer).
- A Contract may only be cancelled or varied with the Company's written consent.
- Any representations made by the Company about the Goods and/or Services shall have no effect unless agreed in writing by the Company, or unless contained in its current sales literature (which may be replaced or updated from time to time).

### 3. Quotations and Orders

- A quotation does not constitute a contractual offer by the Company.
- Any terms set out in a quotation shall remain open for 30 days or such earlier time if withdrawn by the Company.
- An acceptance by the Buyer of the terms of a quotation shall be an offer by the Buyer to purchase the Goods and/or Services. No contract shall come into existence until the Company issues a written Order Acknowledgment to the Buyer or (if earlier) the Company delivers the Goods to the Buyer and/or performs the Services.



#### **4. Prices**

- Unless otherwise stated, prices for the Goods and/or Services set out in the Special Conditions do not include sales taxes or value added tax; the cost of loading, unloading, carriage and installation; insurance; any special packaging or alterations to the order required by the Buyer and agreed by the Company; and all of which amounts the Buyer will pay in addition when payment for the Goods and/or Services are due.
- The Company reserves the right to revise its prices on written notice to the Buyer.
- The Company reserves the right to invoice the Buyer for Goods delivered in instalments or Services performed in part after such instalment has been delivered or Service part performed, and the provisions of these Conditions shall apply in full to such invoices as if such instalment or part performance was a separate contract.

#### **5. Payment**

- Payment shall be made to the Seller by the Buyer in Pounds Stirling within 30 days of the date of delivery.
- The Buyer shall make no deduction of any type from such payments unless it has a valid Court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- Time for payment shall be of the essence and failure to pay in time shall entitle the Company, without prejudice to its other rights, to:-
  - i) suspend any outstanding deliveries;
  - ii) cancel the Contract; and
  - iii) exercise its rights and claim its entitlements in respect of The Late Payment of Commercial Debts (Interest) Act 1998 (as modified, revised and updated from time to time), including without limitation, to charge "statutory interest" at the prevailing rate from time to time, to seek "compensation" at the prevailing rate from time to time and to claim costs and expenses for debt recovery.
- The Buyer will be liable to the Company for any additional costs and expenses incurred by the Company seeking to enforce its rights or recover any outstanding sums due under the Contract from the Buyer.
- All payments payable to the Company under the Contract shall become immediately due upon termination of the Contract, despite any other provision.



## **6. Delivery and passing of risk**

- Unless otherwise stated in the Special Conditions, delivery shall take place when the Goods are first presented for delivery at the address provided by the Buyer in the Special Conditions or when the Services are first performed.
- Any delivery dates given by the Company are intended to be estimates only and time for delivery shall not be made of the essence by notice.
- Subject to the other provisions in these Conditions, the Company shall not be liable to the Buyer for any loss (including loss of profit), costs, damages or expenses caused directly by any delay in the delivery of the Goods or performance of the Services (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 56 days.
- If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:-
  - i) the risk in the Goods will pass to the Buyer;
  - ii) the Goods will be deemed to have been delivered; and
  - iii) the Company may store the Goods until actual delivery, in which case, the Buyer will be liable for all related costs and expenses such as storage and insurance.

## **7. Risk and title in the Goods**

- The Goods are at the risk of the Buyer from the time of delivery.
- Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due in respect of:-
  - i) the Goods; and
  - ii) all other sums which are, or which become, due to the Company from the Buyer on any account.
- Until ownership of the Goods has passed to the Buyer, the Buyer must:-
  - i) hold the Goods on a fiduciary basis as the Company's bailee;
  - ii) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
  - iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - iv) maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
  - v) hold the proceeds of the insurance referred to in Condition 7 c) iv) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.



Cont:

- The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:-
  - i) any sale shall be effected in the ordinary course of the Buyer's business at full market value and the Buyer shall hold such part of the proceeds of sale as represent the amount owed by the Buyer to the Company on behalf of the Company and the Buyer shall account to the Company accordingly; and
  - ii) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- The Buyer's right to possession of the Goods shall terminate immediately if:-
  - i) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - ii) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - iii) the Buyer encumbers or in any way charges any of the Goods.
- The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

#### **8. Sizes, specification and samples of Goods**

- Whilst all reasonable efforts are made by the Company to:-
  - i) manufacture correct sizes, slight variations in size may occur;
  - ii) maintain consistency, variations from sample in colour and quantity may occur during the manufacturing process;
  - iii) supply material in accordance with the quality of any samples submitted to the Buyer or quoted for, this quality cannot be guaranteed; and the Company will not be liable to the Buyer for any such variations or inconsistencies.
- Due to the nature of the Goods, the Company shall not under any circumstances be liable to the Buyer for any inherent tendency of all fabrics to shade under the effect of sunlight or to lose colour by soiling.
- Whilst all reasonable efforts are made to use materials best suited to the Buyer's requirements, the Company shall not be liable to the Buyer for the life of the fabrics supplied, the colour fastness of the fabrics, or for any biological or atmospheric degradation of the Goods.



## **9. Acceptance of the Goods and Services**

- The Buyer has 14 days from the date of delivery of the Goods and/or performance of the Services to notify the Company of any non-delivery, shortage or any other defect in those Goods and/or Services. Thereafter, the Goods and/or Services shall be deemed accepted by the Buyer.

## **10. Returns and Disclaimers**

- The Company reserves the right to require that all Goods the subject of complaint by the Buyer be returned to the Company.
- Subject to receipt of notice from the Buyer in accordance with Condition 9 and subject to Condition 10 a), the Company shall at its sole option repair or replace any Goods and/or re-perform the Services, or any parts thereof, which it accepts as being incomplete or defective, or the Company may in such circumstances refund the price of such Goods and/or Services at the pro rata contract price. Where Goods are repaired or replaced or the Services re-performed under this Conditions 10 b) such Goods and/or Services will be considered as having been delivered/performed at the same time as the original Goods/Services (as the case may be).
- The Company shall not be liable to the Buyer under any circumstances if:-
  - i) the Buyer makes any further use of the Goods and/or Services after informing the Company (in accordance with Condition 9) that such Goods/Services are short or defective in some way; or
  - ii) the defect in the Goods and/or Services arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, maintenance, or use of the Goods and/or Services, or, if there are none, good trade practices; or
  - iii) the Buyer alters or repairs such Goods without the prior written consent of the Company.
- The Company shall not be liable to the Buyer under any circumstances after the Buyer finishes, processes, cuts-up or deals with any goods in any way.

## **11. Limitation on liability**

- All warranties, conditions and other terms implied by statute or common law (save for conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- Subject to Conditions 11 a) and 11 c):-
  - i) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the contract price; and
  - ii) the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (as of costs) which arise out of or in connection with the Contract.
- c) Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent representation.



#### **11 cont:**

- d) If due to the Buyer's particular circumstances the limitation in Condition 11 b) is unacceptable to the Buyer, then the Buyer shall notify such circumstances to the Company who may then accept an extended liability to a level agreed in writing prior to the Contract being entered into, upon payment of the cost of a single insurance premium (if such an insurance policy is available).

#### **12. Force Majeure**

- The Company shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Goods is prevented or delayed by any act or circumstances beyond the Company's reasonable control including but not limited to Act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for their performance of the Contract.
- The Company shall notify the Buyer of any circumstance arising under Condition 12 a) and if such circumstance prevails for more than 56 days, then either party shall have the option by giving notice in writing to the other to immediately bring the Contract to an end.

#### **13. Miscellaneous Conditions**

- Any indulgence granted by the Company to the Buyer and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Buyer.
- The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or these Conditions.
- No Contract is assignable by the Buyer without the written consent of the Company and each Contract is between the Company and the Buyer as principals but the Company may without consent assign or sub-contract all or any of its rights and obligations under a Contract.
- The interpretation and application of every Contract shall be in accordance with English Law and both parties hereby agree to submit to the exclusive jurisdiction of the English Courts.