

## TERMS AND CONDITIONS

### 1. Application of Terms & Conditions

- 1.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller; and
- 1.2. These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

### 2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than a Saturday, Sunday or bank holiday;

“Buyer” means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

“Contract” means the contract for the purchase and sale of the Goods under these Terms and Conditions;

“Contract Price” means the price stated in the Contract payable for the Goods;

“Delivery Date” means the date on which the Goods are to be delivered as stipulated in the Buyer’s order and accepted by the Seller;

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms and Conditions;

“Month” means a calendar month; and

“Seller” means, High Street Interiors Limited (known as HSI, HSI Office Furniture and HSI Hotel & Contract Furniture) a company registered in England under no: 2587024 of Units 1 & 2, Hyde End Lane, Ryeish Green, Reading, Berkshire, RG7 1EP and includes all employees and agents of High Street Interiors Limited.

### 3. Basis of Sale

- 3.1. The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 3.3. Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:
  - 3.3.1. the Seller’s written acceptance;
  - 3.3.2. delivery of the Goods; or
  - 3.3.3. the Seller’s invoice.

### 4. Orders and Specifications

- 4.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller’s authorised representative.
- 4.2. The specification for the Goods shall be that set out in the Seller’s sales documentation unless varied expressly in the Buyer’s order (if such variation(s) is/are accepted by the Seller).
- 4.3. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer’s specification, which do not materially affect their quality or performance.
- 4.4. No orders for Bespoke product which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

- 4.5. Orders for Standard Product accepted by the seller may be cancelled by the Buyer but will be subject to a cancellation charge of up to 100% of the value of the goods (excluding VAT), to cover costs, charges and expenses incurred by the Seller as a result of such cancellation.
  - 4.6. Return of goods by the Buyer to the Seller will only be accepted upon written agreement and will not be due credit or goods in replacement. Return of goods due to defect are covered in the Defective Goods section of the Terms & Conditions of Sale.
5. Price
- 5.1. The price of the Goods shall be the price quoted at the date of delivery of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer. The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.
  - 5.2. Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published Price List the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.
  - 5.3. Delivery and installation charges shall be charged in addition to the price of the Goods as per the information stated in clause 7.
6. Payment
- 6.1. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
  - 6.2. All new customers will be asked to pay for goods in full according to pro-forma invoice, prior to delivery.
  - 6.3. The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, credit or set off) within 30 days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract.
  - 6.4. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.
  - 6.5. If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgement. The Seller reserves the right to claim interest and costs under the Late Payment of Commercial Debts (interest) Act 1998.
7. Delivery & Installation
- 7.1. Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller. It is presumed that delivery is to ground floor only and that there is adequate vehicular access.
  - 7.2. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
  - 7.3. If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 9.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.
  - 7.4. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, for all deliveries to our Buyer's premises, all prices are inclusive of the Seller's charges for packaging and transport.
  - 7.5. Free delivery is offered within 30 miles of Reading subject to a £300 minimum order value. It is presumed that delivery is to ground floor only and that there is adequate vehicular access.
  - 7.6. The seller retains the right to levy additional charges for areas outside normal delivery routes, which will be quoted to the Buyer in advance of acceptance of the order.

## 8. Inspection/Shortage

- 8.1. The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 8.2. Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".
- 8.3. The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 8 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within three Business Days of delivery detailing the alleged damage or shortage.
- 8.4. In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof.
- 8.5. Subject to sub-Clauses 8.3 and 8.4, the Seller shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

## 9. Risk and Retention of Title

- 9.1. Risk of damage to or loss of the Goods shall pass to the Buyer at:
- 9.2. in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 9.3. in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 9.4. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 9.5. Sub-Clause 9.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.
- 9.6. In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of such sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.

## 10. Assignment

- 10.1. The Seller may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Buyer.
- 10.2. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

## 11. Defective Goods / Product Warranty Information

- 11.1. If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within three Business Days of such delivery, the Seller shall at its option:
  - 11.1.1. replace the defective Goods within a reasonable time frame of receiving the Buyer's notice; or
  - 11.1.2. refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.
  - 11.1.3. No claim will be entertained in respect of any goods which have been repaired or altered in any way or have been the subject of any accident or damage caused by any innocent, willful or negligent act or omission of the customer, its employees or agents or through use contrary to the manufacturer's instructions by the customer, its employees or agents or by circumstances beyond the control of the Company or goods which cannot be shown to have been supplied by the Company. This guarantee does not affect your statutory rights.
- 11.2. Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Terms and Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

## 12. Buyer's Default

- 12.1. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 12.1.1. cancel the order or suspend any further deliveries to the Buyer;
  - 12.1.2. and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per annum above National Westminster Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## 13. Limitation of Liability

- 13.1. Subject to the provisions of Clauses 7, 8 and 12, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 13.1.1. any breach of these Terms and Conditions;
  - 13.1.2. any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - 13.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3. Nothing in these Terms and Conditions excludes or limits the liability of the Seller
- 13.3.1. for death or personal injury caused by the Seller's negligence;
  - 13.3.2. for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
  - 13.3.3. for fraud or fraudulent misrepresentation.
- 13.4. Subject to sub-Clauses 13.2 and 13.3:
- 13.4.1. the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
  - 13.4.2. the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 14. Force Majeure

- 14.1. Neither Party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 15. Law and Jurisdiction

- 15.1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.