

CONDITIONS OF SALE & DELIVERY

Any Contracts entered into between Burgess Furniture Ltd (herein called 'The Company') and any person, firm or company (herein called 'The Buyer') will be subject to the Conditions of Sale as set out below.

1. PRICES

Unless otherwise specified by The Company in writing, all prices quoted are Net, exclusive of Value Added Tax. All prices quoted are, unless stated in writing, subject to variation without prior notice. In all other instances prices ruling at the date of delivery apply. Each quotation is for the stipulated quantities only and will not apply to any different quantity or any other order or enquiry.

2. FABRICS & FINISHES

Batch to batch variations in shade/colour may occur on fabrics and finishes within commercial tolerances.

3. CUSTOMERS OWN MATERIAL (COM)

Whilst we accept to manufacture chairs with Customer's Own Material (COM fabric), it is presumed that all performance attributes of such fabrics are known by the customer or specifying agent, as we cannot test COM fabrics supplied to us for their suitability and long term performance and therefore we cannot accept responsibility for their failure in use.

4. CREDIT ACCOUNTS

The purchase of goods on credit will be deemed to be acceptance of these Conditions of Sale, in particular acceptance of the Terms of Payment.

5. Customers to whom credit facilities have been granted must settle accounts within 30 days from end of invoice month.

6. In the event of goods remaining unpaid after the due date the Buyer shall pay interest to the company at 2% per month on the outstanding balance from the due date until payment is made in full.

7. The company reserves the right to refuse to deliver if the Buyer's account is overdue or credit references are unsatisfactory.

8. RESERVATION OF TITLE

i) The Company at all times reserves the legal title and beneficial ownership in goods sold by it until payment has been made by the Buyer in full of all sums owing by the Buyer to the Company.

ii) Until title to the goods passes to the Buyer, the Buyer shall keep the goods complete, in good condition and stored separately from any other goods which are not the property of the Company so that they can be readily identified as the property of the Company.

iii) In the event of non-payment by the Buyer in accordance with the terms agreed by the Company the Buyer authorises the Company to enter upon The Buyer's premises to remove the goods.

iv) On delivery all risk in the goods pass to the Buyer who shall insure the goods to the full price against all risk to the reasonable satisfaction of the Company and may be required on request to produce a copy of such policy of insurance to the Company.

vi) Until the Buyer has made payment in full of all sums owing to the Company, the Buyer shall hold the goods as bailee for the Company. Proceeds of any such sale shall be held by the Buyer for the account of the Company, to be applied first in payment of all sums due from the Buyer to the Company. The Buyer irrevocably appoints The Company its attorney for the purpose of perfecting the Company's title to any such proceeds of sale.

9. SUPPLY

The Company can accept no responsibility for loss consequential or otherwise resulting from failure to supply goods, services, material or equipment.

10. DESCRIPTIVE MATTER AND ILLUSTRATION

All illustrations, drawings, catalogues, and descriptive matter are of a generally informative nature only, and do not form part of the specification or description of the goods except to the extent expressly incorporated in them in writing.

11. DELIVERY

We shall not in any circumstances be considered liable for any goods considered damaged in transit, defective, or otherwise, unless such damage is reported to us, and the carrier (if any concerned) within 48 hours of receipt of goods by the Buyer.

In the event of non-delivery of the goods in whole or in part without prejudice to the above mentioned conditions of carriage the Company shall not be liable unless notice in writing of such non-delivery is received by the Company within fourteen days of the date of despatch.

Dates of delivery are estimated and no liability can be accepted for any loss consequential or otherwise rising from the delay.

If the Buyer is unable to accept delivery on the date agreed at the time of the order a charge will be made by the Company for handling and storage until such time as delivery is made.

In order to keep packaging to a minimum, when delivering to UK addresses, we do not pack goods as standard.

If goods are required to be packed for whatever reason please advise, and packing costs can be calculated and quoted for.

12. RETURNS

Any goods supplied in accordance with an order cannot be returned without the Company's written consent.

Application for such consent can only be considered within 30 days from the date of invoice and must be in writing stating date and number of invoice on which the goods were supplied along with an explanation for return. On any agreed returns goods will be credited by the Company at Invoice price less a 15% handling charge.

13. CANCELLATIONS

Whilst every effort will be made to meet individual buyers requirements, amendments or cancellations of any order, or part thereof, can only be accepted by agreement. Should the Company accept cancellation of an order, or part of an order, it is understood that the Buyer will accept a charge for costs incurred by the Company.

14. LIABILITY

The Company shall in no circumstances be liable for consequential losses of any kind arising directly or indirectly from or in consequence of, a sale of any goods, by the Company, or the use of any of the Company's goods, except in so far as the law expressly forbids the exclusion of liability for a specific condition, guarantee or warranty.

15. CONTRACT CONDITIONS

Any variations or conditions intended to be introduced by the Buyer form no part of the contract of sale between the company and the Buyer unless such variation or condition has been agreed in writing by the Company.

None of the Company's employees or Agents has the authority to bind the Company by an oral agreement at variance to these conditions of sale.