

Q M Interiors Ltd

TERMS AND CONDITIONS OF SALE

1. DEFINITION

In this contract the following definitions will apply:-

- a) Installation - in the case of supply only contracts, installation shall mean delivery.
- b) The Company - shall mean Q M Interiors Ltd, its associates, agents and subcontractors.
- c) The Customer - shall mean the purchaser whose details are set out in the order document and shall be deemed to include the customer's agent.
- d) The Site - means the installation address.
- e) Reasonable Completion - means completion of the installation of the furniture in accordance with this agreement subject to any minor defects which shall be rectified under the guarantee.

2. GENERAL

All quotations given and orders accepted are based on these terms unless otherwise agreed in writing by both parties.

3. ILLUSTRATIONS, SPECIFICATIONS AND SAMPLES

- a) All descriptions, illustrations and samples shown by the Company are intended to present a general idea of the goods described and shall not form any part of the contract. Colours are reproduced as accurately as the photographic or computer process will allow and cannot form the basis of any claim whatsoever. The specification of any bought in appliances are as issued by the manufacturer.
- b) The Company reserves the right to alter, amend, withdraw or supersede any products without notice.
- c) The Company reserves the right to photograph any installation at any time during construction and by arrangement with the customer after completion. Any of these photographs may be used in any form of advertising and marketing whilst protecting the anonymity of the customer.
- d) All drawings, photographs and plans are the intellectual property of the Company and subject to copyright.

4. PRICES AND PAYMENT

- a) All prices are quoted without commitment and subject to alteration or withdrawal, without notice, prior to acceptance, and orders will only be taken on condition that the prices charged are those ruling at the date of the order.
- b) The price of the goods shall be the Company's quoted price set out in the quotation subject to alterations notified by the company at any time as may be necessary as a result of statutory obligation, any increases in the cost of production, or any cause beyond the control of the Company.
- c) Unless otherwise agreed the goods are sold subject to an initial deposit of 25%, a further 65% on delivery of the goods and the balance of 10% on completion of the installation. Where the company is not responsible for installation the full balance will be payable on delivery.
- b) No goods will be made or ordered by the company until the full deposit has been paid. Failure by the Customer to pay any part of the price of the goods by the due time shall, without prejudice to any other right or remedy, entitle the Company to charge interest at 2.5% per week or part thereof on the outstanding amount.
- c) If there should be some minor defect in the goods or workmanship the Company expects the Customer to rely on its assurance that it will be rectified in accordance with the terms of the guarantee. The Customer's failure to pay the balance at reasonable completion would be in breach of this contract.

5. CANCELLATION

This contract is subject to any lawful consumer right regarding cancellation, and/or the written consent of the Company. Where cancellation is agreed, the Company reserves the right to be indemnified against losses incurred including:-

- i) Administration charge of £500.00
- ii) Survey fee, if appropriate, of £200.00
- iii) Restocking charge as appropriate
- iv) The full cost of furniture or other products specially made for the contract and work in progress.

6. DELIVERY AND INSTALLATION

- a) All delivery and installation dates are estimates only and time shall not be of the essence of the contract. In no circumstances shall the Company be liable to compensate the Customer in damages or otherwise for non- or late delivery and installation, for whatever reason or for any loss consequential or otherwise arising there from.
- b) If for any reason whatsoever the Customer delays installation or taking delivery of goods, such goods retained by the Company shall be held at the risk of the Customer, and the Company shall be entitled to charge the customer for any costs incurred. If the goods are so retained for a period exceeding one month the Company shall be entitled to a payment on account of 90% of the outstanding order value.
- c) Should the work not be completed within 3 months of the estimated delivery/installation date, the Customer may cancel the uncompleted work without penalty, but in no circumstances shall the Company be held liable for any compensation whatsoever.

7. PASSING OF RISK AND TITLE

- a) Insurance risk for all goods supplied by the Company shall pass to the Customer as soon as the goods are delivered, except as provided for in clause 6.b.
- b) Title in the goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the goods and of all other debts owed to it by the Customer on any account.

8. ADDITIONAL WORK AND VARIATIONS

- a) Any additional work not included in this contract will be costed separately and invoiced to the Customer on a separate agreement.
- b) The Company will endeavour, where appropriate, to match new finishes or finishes on new work to existing finishes, but will not be liable for non-matching due to ageing of existing materials or any other reason and in these circumstances an approximate match must be accepted as satisfactory.

9. INSPECTION OF GOODS AND WORKMANSHIP

The Customer shall inspect the goods immediately on delivery or installation and shall, within 7 days, notify the Company in detail of any grounds on which the Customer alleges that the goods or workmanship are not in accordance with the contract. After 7 days any defects become subject to the guarantee.

10. GUARANTEE

- a) The Company shall make good by repair, or at its option by replacement, defects in workmanship in the fitting of furniture up to a maximum of 12 months or up to the expiration of the manufacturer's guarantee period, whichever is the sooner provided that all payments due hereunder are made on the due dates. Any delay in payment will render the guarantee null and void.
- b) Defects in furniture manufactured by a third party shall be subject to that manufacturer's own after sales service and guarantee.
- c) The Company shall make good by repair, or at its option by replacement, defects in workmanship in the construction or fitting of furniture manufactured by the Company which under proper use appear within a period of 12 months provided that all payments due hereunder are made on the due dates. Any delay in payment will render the guarantee null and void.
- d) The Company expects the Customer to recognise that wood is a natural material and subject to natural instability and natural defects. It must be accepted that timber products will vary in shading and character probably in every piece supplied. The Company will endeavour to ensure that these characteristics do not detract from the appearance or function of its furniture. However, naturally arising minor defects in wood should be accepted as part of the inherent nature (and beauty) of the wood and cannot form the basis of any claim whatsoever. The Company may, at its own discretion and on the basis of good will, make good by repair or replacement serious defects in wood should they arise.
- e) The Company expects the Customer to recognise that handmade, hand finished furniture will differ from mass produced machine made furniture. Small imperfections in woodwork or finishing should be accepted as part of the inherent nature (and beauty) of handmade furniture and cannot form the basis of any claim whatsoever.
- f) Appliances shall be subject to the manufacturers' own after sales service and guarantee.
- g) These terms set out the Company's entire liability in respect of goods and workmanship, and do not affect the Customer's statutory rights.

11. EXISTING AND CUSTOMER SUPPLIED GOODS

In the case of existing goods or goods being supplied by a third party, the Customer must ensure that these items are on site at the time of installation. If these items are not on site and this necessitates a revisit to install any goods outside the normal installation period a charge will be made. Furthermore, failure to ensure that these items are on site will not be deemed as a valid reason to withhold final payment.

12. CONSENTS

The Customer is responsible for obtaining all necessary planning permissions and local authority consents and permissions for any work to be carried out. In carrying out any work the Company will assume that the necessary consents and permissions have been obtained and accepts no responsibility whatsoever in the event that they have not.

13. LIMITATION OF LIABILITY

- a) The Company does not accept responsibility for any goods or materials it has not supplied.
- b) Liability of the Company (if any) whether in contract, tort or otherwise in respect of any defect in the goods, or any breach of contract, or of any duty owed to the Customer in connection herewith shall be limited in the aggregate to the price of the goods in question.