



AMY SOMERVILLE LTD

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TERMS AND CONDITIONS FOR SALE OF GOODS

JANUARY 2017

Unless otherwise agreed in writing by Amy Somerville Ltd (“the Company”), all sales of products to any third party (Customer) are subject to the following terms and conditions, which prevail over any purchasing conditions.

1. TERMS OF PAYMENT

The customer shall pay the total invoice amount due with the order within the time stated on the invoice and prior to dispatch of the item(s). If the item(s) are not required upon completion or if the client wants to delay their delivery then payment is still due on the original agreed delivery date. Storage will also be charged after the original agreed delivery date at a rate of £20 per week per item. The prices payable for the goods are stipulated in Sterling Pounds excluding taxes. Goods will not be dispatched until the Company has received full payment. Title to all goods shall remain with the Company until full payment of the purchase price for the goods and any other monies owed by the customer to the company have been paid in full.

2. GOODS AND PRICES

The Company shall have the right at any time without notice to change its prices and/or withdraw any goods from the range of products. Unless otherwise specified, VAT and any other tax or duties payable by the customer shall be added to the price.

3. DELIVERIES

Carriers chosen by the Company will deliver all goods to the customer. The Company will not take responsibility for delivery other than by its selected carriers. Payment is invoiced by the Company at cost unless otherwise agreed. All delivery charges quoted exclude VAT and any other tax or duties payable by the customer. Any time or date for delivery mentioned in any quotation, acknowledgement of order or elsewhere is approximate only and not of any contractual effect and the Company shall not be under any liability in respect of any failure to deliver at any particular time or date. The customer shall be deemed to have accepted the goods 48 hours after delivery to the customer and after acceptance the customer shall not be entitled to reject goods which

are alleged by the customer to be not in accordance with the contract.

4. INSPECTION

It shall be the responsibility of the customer to inspect and check all goods immediately upon delivery. Any claim in respect of defective or damaged goods should be notified to the Company within 48 hours of delivery. Once this period has elapsed the Company shall not be liable for any failure of or damage caused by any work which has been created as a result of the commission except where such failure or damage is attributable directly to the design work created by the Company. In the event of a valid claim the Company shall, in their absolute discretion repair or replace any damaged or defective goods.

5. LIABILITY

The Company shall not be liable to the customer for defects in the goods caused by fair wear and tear, abnormal conditions of storage or use (including without limitation, exposure to exterior elements, exposure to extremes of temperature, exposure to extremes of humidity); or the application of any treatment or process whatsoever to the goods after purchase (including without limitation, any spray, cleaning or other products).

6. LIMITATION OF LIABILITY

Except as expressly provided in these terms and conditions, the Company shall not be liable to the customer for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arise in connection with the sale of goods to the customer and all conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law provided that nothing shall exclude the Company's liability for death or personal injury resulting from its negligence nor any statutory rights of any customer purchasing as a consumer.

7. TONAL / GRAIN VARIATIONS

Whilst every effort is made to explain the tonal and grain variations present in natural solid and veneered timber, the Company shall not be liable for these naturally occurring variations.

8. WARRANTIES AND LIABILITY

The Company warrants that the goods supplied will at the time of delivery correspond to the description given by the Company and except where the customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms and Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties conditions or terms relating to fitness or purpose, quality or condition of the goods whether expressed or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

9. TITLE AND RISK

Title and risk shall pass on delivery of the goods subject of course to receipt of full payment in accordance with condition I

10. RECOMMENDATION OF MATERIALS

The Company will take reasonable steps to investigate the materials that are being recommended on behalf of a customer but shall not accept responsibility for the performance or quality of those materials or any consequential loss arising from their failure.

11. LEAD – TIMES

As all furniture is made to order, delivery dates vary between eight and fourteen weeks from point of order and on receipt of the agreed deposit or full amount. This excludes any delivery/collection/export timescale. The Company shall not be liable to the customer for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which may arise in connection with an order completion falling

outside the quoted lead - time.

12. NON WAIVER

Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or thereafter.

13. GOVERNING LAW

The purchase contract and these terms and conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the nonexclusive jurisdiction of the English courts.

14. FORCE MAJEURE

Whilst every effort will be made by the Company to perform its obligations hereunder the full performance of such obligations shall remain at all times subject to variation or cancellation by the Company consequent upon act of God, war, strikes, riots, lock outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material, transport or labour or any other cause beyond the control of the Company. In the event of frustration to the contract due to any of the above causes the contract shall be deemed to be complete and the company giving notice to that effect the client shall be liable to indemnify the Company and pay them a sum equivalent to the aggregate of costs incurred by the Company in labour and materials, sub contracts and incidentals up to the date of the notice together with an additional ten per cent.

15. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions of engagement and no person other than the Company or the client have any rights under it nor shall it be enforceable under the act by any person other than the parties to it.