

# Terms and Conditions of Trading

## **1. Definitions**

In these conditions:

**Corndell** means Corndell Quality Furniture Ltd. of Windrush Industrial Park, Burford Road, Witney, Oxon, OX29 7DZ.

**Customer** means the person, firm, Corndell or other body agreeing to purchase furniture or other goods from Corndell.

**Products** means the furniture and or other goods or products agreed by the Customer to be purchased from Corndell.

**Image Bank** means the collection of Corndell's product and roomset images which are made available to the Customer free of charge for downloading from an internet data bank for advertising promotional and information purposes.

## **2. Conditions**

These conditions will form the basis of all contracts between Corndell and the Customer. Notwithstanding anything to the contrary in the Customers standard conditions of purchase (if any), these conditions will apply except in so far as expressly agreed in writing by an authorised representative of Corndell. No servant or agent of Corndell has power to vary these conditions orally or to make representations or promises about the condition of the Products, their fitness for any purpose or any other matter whatsoever.

## **3. Order Acceptance**

Unless otherwise expressly stated in writing all quotations and estimates by Corndell are invitations to treat. The Customers order is an offer and shall become binding upon acceptance by Corndell. The contract arising on such acceptance may only be cancelled or varied with Corndell's written consent. The giving of Corndell's consent will not in any way prejudice Corndell's right to recover full compensation for any loss or expense arising from such cancellation or variation.

## **4. Guarantee**

- a. Nothing in this condition will exclude Corndell's liability for death or personal injury arising from any defect in the Products.
- b. The Customer will carry out a thorough inspection of the Products after delivery and will give a written notification with relevant pictures to Corndell within 7 (Seven) days of delivery of any defects which a reasonable examination would have revealed or where the Products are of an incorrect specification.
- c. Unless sold to a third party the Customer will properly pack any of the Products which are defective for collection by Corndell.
- d. Subject to compliance with the above obligations 4a to 4c, which will be a condition precedent to Corndell's liability, Corndell will at its option repair or replace, using identical materials or where unavailable similar materials of equivalent quality, any Products of Corndell's manufacture which are defective due to faulty materials or workmanship and of which defects it has received written and pictured notification from the Customer within 12 (twelve) months of delivery.
- e. The Customer agrees to accept the repair or replacement under d above in full satisfaction of any claim it may have arising from the supply of the Products repaired or replaced.
- f. All terms implied by statute as to description of merchantable quality and fitness for purpose are excluded from the contract.
- g. Corndell will not be liable for any consequential loss or damage howsoever caused. It will be the duty of the Customer to insure against such consequential loss or damage and to hold Corndell harmless therefrom and as such do not offer compensation.

## **5. Delivery**

- a. Unless otherwise stated the Products will be delivered carriage paid to the Customers address or such other address given with reasonable notice (but not less than 14 (fourteen) days) by the Customer providing there is adequate and safe access to the Customers address or such other address as is given by the Customer. Orders to the value of £1,000 (One Thousand pound) or more excluding VAT or Two Cubic will be delivered carriage paid to a mainland UK address. Orders of less than One Thousand pound (£1,000) excluding VAT may be subject to a carriage charge. The Customer will provide at his own expense any unloading facilities plant and labour during normal working hours. Corndell shall not be in any way liable to the Customer if the Products are unable to be delivered due to restricted or unsafe access to the delivery address specified by the Customer.
- b. The Customer will note any claim for short delivery on Corndell's delivery note at the time of delivery and will make any claim for short delivery in writing to Corndell within 3 (three) working days from the date of delivery. Compliance with this requirement will be a condition precedent to any claim for short delivery. If short delivery occurs the Customer undertakes not to reject the Products but to accept the Products delivered as part performance of the Contract.

- c. The Customer will note any damage to any of the Products where possible at the time of delivery and if not possible at the time of delivery within 7 working days of delivery. Corndell will not accept liability for damage to any of the delivered Products if not reported in writing to Corndell within 7 working days of the delivery. Replacement components and / or furniture will be by the mutually agreed consent of both parties in writing.
- d. Corndell undertakes to use its best endeavours to despatch the Products on any agreed delivery date but time of delivery will not be of the essence of the contract. If delivery is delayed by strikes, lock-outs, fire, accidents, delays in receipt of raw materials or bought in Products or components or any cause beyond the reasonable control of Corndell a reasonable extension of time for delivery related to such cause will be granted by the Customer who will make no claim for any loss thereby arising.
- e. If the Customer fails to take delivery on the agreed delivery date or if no specific delivery date has been agreed when the Products are ready to despatch, Corndell will be entitled to store and insure the Products and to charge the Customer the reasonable cost of so doing and to tender its account for the price under clause 7. Alternatively Corndell may sell the Products elsewhere at such price as Corndell can reasonably obtain in which case the Customer will be liable to Corndell for the difference between the price the Customer has agreed with Corndell and the price obtained elsewhere together with all costs of storage and administration incurred by Corndell in consequence.

## **6. Cost Variation**

- a. All prices agreed by Corndell are, unless otherwise stated, based on the then current cost of production and or importation including (but not limited to) costs of labour materials carried and overheads and are subject to increase on or after acceptance to meet any rise in such costs.
- b. All prices, descriptions and specifications given in price lists, brochures and other publicity material are subject to variation at any time without notice.

## **7. Terms of Sale**

- a. Unless otherwise expressly agreed:
  - (i) The Customer will pay the price for the Products strictly nett on or before the 14<sup>th</sup> (fourteenth) day following delivery of the Products and will pay interest on overdue accounts of 3% (three percent) above Lloyds TSB Bank plc base rate, accruing daily.
  - (ii) The price is exclusive of VAT. Corndell will be entitled to charge the Customer in addition to the price VAT or any Government tax or levy in the substitution therefore at the rate prevailing at the date of Corndell's invoice.
- b. The title to the Products will pass to the Customer only when the Customer has paid all sums owing to Corndell howsoever arising. The risk in the Products will pass on delivery and the Customer will insure against all loss and damage to the Products. The Customer irrevocably authorises Corndell and its duly authorised servants and/or agents to enter upon the Customer's premises for the purpose of repossessing the Products where the title therein has not passed to the Customer.
- c. The Customer will pay all accounts in full and not exercise any rights of set off or counterclaim against invoices submitted.

## **8. Internet Trading and Image Bank**

The Customer will not include Corndell's products on a transactional website without the prior written agreement of a director of Corndell. Where consent is granted it will be on a range specific basis whereby permission will only apply to ranges displayed by the Customer to a mutually agreed standard. This condition applies to any transactional website owned operated or associated with the Customer which includes the sale of the Products. Use of Corndell's Image Bank does not imply the necessary authorisation to include the Products on a transactional website. Use of images from the Image Bank is allowed on websites owned operated or associated with the Customer unless otherwise agreed by a director of Corndell in writing for advertising and / or information only. Any prices shown on a website owned, operated or associated with the Customer must be the same as those available to a purchaser in the Customer's retail stores or stores on the same day.

## **9. Governing Law and Jurisdiction**

Corndell and the Customer agree that these terms and conditions are under the jurisdiction of and are subject to United Kingdom Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of United Kingdom.