

Terms & Conditions

1. INTERPRETATION

1.1 In these Conditions:

"Seller" means Carlick Contract Furniture Limited, a company registered in England, company registration number 01089809 whose registered office address is Junction Business Park, Rake Lane, Swinton, Manchester, M27 8LR.

"Buyer" means the company, person, firm, or entity which purchases the Goods from the Seller under the Contract.

"Goods" mean contract furniture and related products supplied by the Seller under the Contract (including any instalment of the Goods in full or in part thereof)

"Conditions" means the standard terms and conditions of sale set out in this document.

"Contract" means the contract or order for the purchase and sale of the Goods.

"Working Day" means the hours between 0900 hours and 1700 hours on any day of the week excluding Saturdays, Sundays and public holidays.

"writing" includes facsimile transmission.

2. SALE

2.1 The Seller shall sell the Goods to the Buyer in accordance with any written quote of the Seller which is accepted by the Buyer or written order of the Buyer which is accepted by the Seller

2.2 These Conditions shall govern the Contract to the exclusion of any other terms or conditions.

2.3 Any variation to these Conditions must be agreed in writing between the Buyer and the Seller.

2.4 Any advice or recommendation relating to the Goods given by any representative of the Seller will not be binding on the Seller unless confirmed by the Seller in writing by a statutory director.

3. ORDERS AND QUOTES

3.1 In accepting a quote or placing an order for the Goods the Buyer acknowledges that all information and specifications relating to the Goods and any products supplied by the Seller may be subject to change.

3.2 All orders submitted by the Buyer must be accurate and made in good time to allow the Seller to perform its obligations under the Contract.

3.3 The Seller may make any changes in the specification of the Goods to conform with any statutory or European Union requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4. PRICE

4.1 The price of the Goods shall be the Seller's quoted price on the date of acceptance of the order. Subject to Clause 4.2, all quotes are valid for 10 Working Days only, after which they may be revised by the Seller without giving notice to the Buyer.

4.2 The Seller may by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of supplying the Goods which is due to any factor beyond the control of the Seller.

4.3 The price of the Goods excludes delivery to premises in mainland United Kingdom. Transport costs will be separately quoted on the quotation or order provided to the Buyer.

4.4 The price for the Goods is exclusive of value added tax, which the Buyer shall also pay to the Seller.

4.5 Prices contained in the brochure are for indicative purposes and may be subject to variation at any time.

5. PAYMENT TERMS

5.1 The Seller may invoice the Buyer for all sums due under the Contract after the Seller has delivered or tried to deliver the Goods unless the invoice is on a pro-forma basis in which case the Goods can be invoiced by the Seller prior to delivery.

5.2 The Buyer shall pay the Seller's invoices in full without deduction or set-off within 30 days of the date of invoice.

5.3 If the Buyer fails to pay on the due date then the Seller (notwithstanding that delivery may not have taken place and that title to the Goods shall not have passed to the Buyer) may:-

5.3.1 take legal action against the Buyer to recover the sums due to it;

5.3.2 terminate the Contract;

5.3.3 suspend any further deliveries to the Buyer until all debts are paid in full;

5.3.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at an annual rate of interest of eight percent above the Bank of England's base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and

5.3.5 by the Seller giving notice in writing to the Buyer, cancel any other contract between the Buyer and the Seller.

6. DELIVERY

6.1 The time and place for delivery shall be as requested in the Buyer's order.

6.2 Any dates for delivery are approximate only and the Seller shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence. The Goods may be delivered early by the Seller on the Seller giving notice of 2 Working Days to the Buyer.

6.3 If the Buyer does not take delivery of the Goods or give the Seller adequate delivery instructions then the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. The Seller shall not owe the Buyer any duty of care under this clause 6.3 and shall not be liable to the Buyer for any loss, damage or deterioration of the Goods during storage.

6.4 If there is short delivery the Buyer shall inform the Seller in Writing within two Working Days from the date of delivery. If the Buyer does not then the Seller shall not be responsible for any loss or damage suffered by the Buyer as a result of the short delivery. If there is short delivery, the Seller's liability shall in any case be limited to the price of the Goods not delivered.

7. RISK

7.1 Risk of damage or loss of the Goods shall pass to the Buyer on delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tried to deliver the Goods.

8. RETENTION OF TITLE

8.1 The risk in the goods shall pass from the Seller to the Buyer upon delivery of such goods to the Buyer.

However, notwithstanding delivery and the passing of risk in the goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of the Goods thereunder has not been paid. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the buyer under which the Goods were delivered.

8.2 Until title passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property.

8.3 If the Goods are destroyed before the Buyer pays in full for any of the Goods, the Buyer shall hold the proceeds of any insurance claim relating to the Goods as trustee for the Seller and shall pay the proceeds to the Seller immediately.

8.4 Until ownership in the Goods passes to the Buyer, the Seller may require the Buyer to deliver the Goods to the Seller and, if the Buyer fails to do so immediately, the Seller may enter any premises where the Goods are reasonably thought to be stored and repossess the Goods.

8.5 If the Seller recovers the Goods it may resell the Goods. If the proceeds of sale are more than the amount due to the Seller from the Buyer the Seller may use the balance to pay the costs of taking possession and selling the Goods. If on resale the proceeds of sale are less than the amount due to the Seller, the Seller may recover the shortfall from the Buyer.

8.6 The Buyer shall not assign, factor or charge any of the Goods or any invoice for the Goods which remain the property of the Seller until paid in full. If the Buyer does so then all moneys owing by the Buyer to the Seller shall become due and payable immediately.

9. CONFIDENTIALITY

The Buyer shall keep the Contract confidential and shall not disclose details of it to any third party without the Seller's prior consent in writing. The Buyer agrees not to copy or disclose to any third party any drawings, price details or other technical papers supplied by the Seller under this Contract which will remain the property of the Seller and must be returned to the Seller on demand.

10. WARRANTY AND LIABILITY

10.1 Nothing in this clause 10 shall exclude the Seller's liability for death or personal injury caused by its negligence.

10.2 The Seller warrants that on all new Goods (excluding refurbished or pre-used Goods which the Seller may supply from time to time) supplied will be free from defects for a period of 12 months from the date of delivery subject to fair and appropriate usage of the Goods.

10.3 If the Seller is in breach of the warranty contained at clause 10.2, the Buyer shall advise the Seller in writing immediately and in any case not later than seven Working Days from the date of discovery of the defect. On receiving such a notice the Seller may at its discretion:-

10.3.1 repair the Goods;

10.3.2 replace all or any part of the defective Goods; or

10.3.3 refund the price of those Goods which are defective.

10.4 The warranty contained in clause 10.2 shall be the extent of the Seller's liability for defective Goods.

10.5 Save as expressly provided in these Conditions, all implied warranties or conditions are excluded to the fullest extent permitted by law and the Seller will not be liable to the Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on the Seller by operation of law.

10.6 The Seller will not be liable for any of the following losses which may arise by reason of any breach of the Contract or any implied warranty, condition or other term, any representation or any duty of any kind imposed on the Seller by operation of law:

10.6.1 any loss of anticipated profits or expected future business;

10.6.2 damage to reputation or goodwill;

10.6.3 any damages costs or expenses payable by the Buyer to any third party;

10.6.4 loss of any order or contract; or

10.6.5 any consequential loss of any kind.

10.7 Unless otherwise provided in these Conditions, and subject to clause 10.4, the liability of the Seller for breach of any express or implied term of this Contract shall be limited to the reasonable cost of remedying any defect in the Goods or other matter constituting a breach and in no circumstances shall the Seller's liability exceed the total amount paid by the Buyer to the Seller under the Contract.

10.8 Without prejudice to any other provision of this clause 10, the Seller will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that delay or failure was due to any cause or circumstance beyond the Seller's reasonable control.

11. INDEMNITY

The Buyer shall indemnify the Seller against any loss or damage suffered by the Seller as a result of any claims brought against the Seller by any third party for:-

11.1 any loss, injury or damage caused by the Goods or their use;

11.2 any loss, injury or damage in any way connected with this Contract provided that this Clause will not require the Buyer to indemnify the Seller against any liability for the Seller's own negligence.

12. TERMINATION

12.1 The Seller may terminate this Contract or any other contract between the parties and may cancel or suspend future deliveries (under this Contract or any other contract) if the Buyer:-

12.1.1 is in breach of these Conditions or any other contract between the parties; or

12.1.2 has a petition presented for its winding up or for an administration order to be made in respect of it; has a receiver or administrative receiver appointed over it or any of its assets; resolves to wind itself up (other than for a solvent reorganisation); has a bankruptcy order made against it or any of its partners; or enters, or proposes to enter into a composition or voluntary arrangement with its creditors.

12.2 On termination, the Buyer shall pay to the Seller all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the Contract.

12.3 Termination shall not affect either party's accrued rights under the Contract.

13. GENERAL

13.1 Any notice required under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or any other address notified by the receiving party to the party giving the notice. Any notice shall be deemed to be served:-

13.1.1 if sent by pre-paid first class post to the party to whom it is given, on the second Working Day after posting; or

13.1.2 if sent by fax to the recipients fax number at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt.

13.2 If any of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

13.3 The Contract and these Conditions shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts if there are any disputes between the parties.

13.4 The Buyer shall not transfer, assign or sub-contract its obligations under the Contract without the Seller's prior consent in writing.

13.5 Failure or neglect by the Seller to enforce at any time any of these Conditions shall not be a waiver of the Seller's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice the Seller's right to take subsequent action.