

## STANDARD TERMS AND CONDITIONS - FURNITURE

These terms and conditions govern every contract or agreement for the sale and/or supply of goods and/or services (hereinafter referred to as “the Products”) by Luxefinity Limited (hereinafter referred to as “the Company”). These terms are an integral part of all quotations provided and all orders accepted by the Company. Any alterations or deletions are only valid if expressly agreed in writing by an authorized representative of the Company. No agent of the Company is authorized to modify these terms or accept any inconsistent terms proposed by the Customer.

### 1. ORDERS

All orders are accepted solely based on these terms and conditions. The Company does not engage in domestic supply contracts or obligations.

### 2. AVAILABILITY

All orders are subject to the availability of the Products, including the availability of the specified materials.

### 3. QUOTATIONS

- A. The Company's quotation is an invitation to treat and does not constitute a binding offer. A contract is only formed upon written confirmation of the order by the Company through an order acknowledgment or similar document.
- B. Unless otherwise agreed in writing, the quotation is based on all items being ordered simultaneously by the Customer. Any variation in the quantity ordered may result in an adjustment to the quoted price.
- C. Unless expressly agreed in writing, quotations are valid for a maximum period of 00 days from the date of the quotation.
- D. Quotations are contingent upon the Customer's finalization of all details and specifications.

### 4. PRICES

- A. The Company reserves the right to adjust contract prices at any time due to:
  - 1. Any increase in the cost of the Products before they are supplied by the Company;
  - 2. Any changes to the specifications upon which the contract is based;
  - 3. Any modifications requested by the Customer to the original order;
  - 4. Any additional costs incurred by the Company as a result of government legislation, EEC regulations, currency devaluation, or fluctuations in exchange rates.

- B. The Company may amend prices in its price lists at any time without prior notice.
- C. Where the Company has included installation in the pricing, such pricing assumes one continuous and uninterrupted installation process. Additional costs incurred due to delays caused by the Customer or other site conditions may be charged separately. The installation price excludes repeat visits or special trips necessitated by any delays or site conditions that prevent installation (e.g., incomplete wall, floor, or ceiling finishes) unless otherwise agreed in writing. Full, free, and unhindered access to the work site, including lift access, is required.
- D. Unless otherwise agreed in writing, the Company has not allowed for phased or staggered deliveries, nor for the removal of existing equipment or installed items.
- E. The Company reserves the right to charge for any modifications, additions, or deletions to an order once it has been confirmed, including changes to drawings or working plans.

## 5. PAYMENT

- A. Unless otherwise agreed in writing, all accounts are payable no later than 14 days from the date of the Company's invoice, except for Proforma Invoices, whereby payment shall be as per invoice conditions.
- B. Invoices will be issued upon completion of the Company's supply, and full payment is expected within 14 days of the invoice date. Disputes regarding shortages, defects, or specifications do not justify payment delays. Interest will accrue daily at 5% above the Bank of England base rate on any overdue payments.
- C. Special settlement terms may be available, such as deposit payments upon order or prompt payment upon delivery, but only if agreed in writing by the Company.
- D. All prices are exclusive of Value Added Tax (VAT), unless expressly stated otherwise. VAT will be charged at the prevailing rate and must be paid by the Customer in addition to the purchase price.
- E. The Customer is not entitled to withhold any portion of payment due to claims of breach of contract or disputes arising under the same or any other contract.
- F. Discounts or deductions from the Company's invoice will not be accepted unless agreed in writing by the Company.
- G. The Company will not accept any retention of funds unless explicitly agreed in writing.
- H. The Company reserves the right to delay, suspend, or cancel deliveries or installation if payments are delayed or outstanding on the current or any other project involving the same Customer.

- I. If the scheduled delivery, collection, or installation date is delayed by the Customer, or if the Company is unable to complete an installation due to circumstances beyond its control, the Company may invoice the Customer for all completed work as of the originally scheduled date, and payment will be due per the agreed terms.
- J. For orders requiring phased delivery, collection, or installation, the Company will invoice each phase upon completion, with payment due per the Company's standard terms.

## **6. INTEREST**

Interest shall accrue on any outstanding balance of the invoice/account from the due date for payment until the actual date of payment. Interest will be charged at a rate of 5% per annum above the prevailing Bank of England base rate on any portion of the invoice/account remaining unpaid after the payment due date.

## **7. MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION**

- A. Upon acceptance or acknowledgment of an order by the Company, the Company will schedule the manufacture of the order in accordance with its internal production timelines.
- B. Any cancellations or modifications to orders that have already commenced manufacture will result in a cancellation fee equivalent to the value of the cancelled or revised unit(s).
- C. When the Customer specifies a particular material or finish to be used in the product, it is the sole responsibility of the Customer to ensure that such material or finish is fit for its intended purpose. The Company bears no responsibility for highlighting the suitability or durability of the specified material or finish and will not accept liability in this regard.
- D. The Company shall not be held liable for the effectiveness or appropriateness of any construction or fixing methods used upon the specific request or instruction of the Customer.
- E. Any dates or lead times provided by the Company for the supply or delivery of products are estimates only. The Company shall not be liable for any delays in supply or delivery, regardless of the cause. Time for supply or delivery shall not be considered of the essence unless explicitly agreed in writing by the Company.
- F. Delivery of the goods shall be fulfilled either by the Company delivering the products to an agreed location, or, if agreed in writing by the Company, by the Customer collecting the products from the Company's premises after being notified that the products are ready for collection.
- G. During transit, products will be packaged with bubble wrap, heavy-duty polythene, or a combination of both. This method of protection is considered

sufficient for normal transportation risks. The provision of such packaging will therefore be deemed satisfactory.

- H. Any claims for shortages or damages must be noted on the delivery or installation ticket at the time of delivery or collection and confirmed in writing within three (3) days of delivery, collection, or installation. Claims made outside this timeframe will not be entertained.
- I. If delivery is delayed due to factors beyond the Company's control, the Customer shall be liable for payment of materials stored off-site, storage costs, and any attendant costs. These payments shall be made to the Company in full, irrespective of any terms within the Customer's main contract.
- J. Where products are to be delivered in multiple shipments, each shipment shall constitute a separate contract. Failure to supply one or more products does not entitle the Customer to repudiate the entire contract.
- K. In the event that the Company is unable to supply the products for reasons other than those beyond its reasonable control or the fault of the Customer, the Company's liability to the Customer shall be limited to the difference between the contract price and the cost to the Customer of obtaining similar products in the cheapest available market.
- L. The Company shall not accept any costs or deductions imposed by the Customer for collections, deliveries, or installations made outside scheduled dates, unless otherwise agreed in writing. This includes delays caused by adverse weather conditions or equipment breakdowns.
- M. The Company shall not accept liability for liquidated or ascertained damages under any circumstances.
- N. If delivery is made to a site, the Company shall not be responsible for any loss or damage to the products once delivered. It is the Customer's responsibility to ensure the products are properly protected and safely stored upon delivery.
- O. Unless specifically requested at the quotation stage, the Company will not provide protection for furniture post-installation. If protection is required due to the status of the project at the time of installation, a quotation for this service must be provided by the Company and agreed by the Customer prior to commencement of the work. No warranties will be given for the effectiveness of the protection, and the Company will not accept claims for damages.
- P. If minor touch-ups to paintwork or decoration are required following installation, the Company will not accept any associated costs unless noted on the installation ticket and confirmed in writing by the Company.
- Q. All products shall be deemed fit for purpose prior to commencement of manufacture or supply. As such, no claims will be accepted under this clause following installation.

## 8. RISK AND TITLE

- A. Title to all products delivered by the Company to the Customer shall remain with the Company until full payment has been received in cleared funds for the products delivered and any other products agreed to be sold by the Company to the Customer for which payment is due, irrespective of whether those products have been incorporated into any work or project.
- B. Until payment in full under all contracts between the Company and the Customer has been made, the Customer shall hold the products in trust for the Company.
- C. Until the title in the products passes to the Customer, the Customer shall act as the Company's fiduciary agent and bailee, holding the products separately from other goods, and ensuring they are properly stored, protected, insured, and identified as the Company's property.
- D. Notwithstanding that title to the products remains with the Company until full payment is made, the risk of damage or loss to the products shall pass to the Customer immediately upon delivery or deemed delivery. From the date of delivery, the Customer shall be liable for the full contract price, regardless of any damage or loss that occurs prior to the transfer of title.
- E. If any of the following events occur:
  - 1. The Customer fails to make full payment of all sums due by the agreed payment date; or
  - 2. The Customer initiates proceedings for a voluntary arrangement, enters into any scheme of arrangement or composition with creditors, is unable to pay its debts as defined by Section 123 of the Insolvency Act 1986, or has a receiver, administrative receiver, or similar officer appointed over its assets or business, or if a winding-up order is initiated,the Company shall have the right, without prejudice to other remedies, to enter the Customer's premises and reclaim possession of the products. The Customer grants the Company an irrevocable license to enter its premises for this purpose.

## 9. WARRANTY AND LIMITATION OF LIABILITY

- A. Except as expressly set out herein, the Company shall bear no liability whatsoever, regardless of the cause or nature of the claim, for any loss or damage incurred by the Customer or any third party arising from the supply of the products.
- B. In the event that the Company is found to have been negligent in the supply or installation of the products, its liability for death or personal injury caused by such negligence shall be unlimited.
- C. The Company does not warrant that the products are free from defects or errors, and the Customer shall not be entitled to withhold or reduce any payment under the contract on the basis of such defects or errors. The Company shall not be liable for any loss or damage suffered by the Customer as a result of such defects, unless such loss or damage is due to the negligence

of the Company. In such cases, the Company's total liability for all claims arising from its negligence shall not exceed the contract price.

- D. Employees or representatives of the Company are not authorized to make any oral representations concerning the quality or fitness for a particular purpose of any products. Should the Customer rely on any such representations, they must ensure these are confirmed in writing by an authorized officer of the Company. The Company accepts no liability for any oral representations unless they are made part of the contract.
- E. The Company shall not be liable to the Customer or be deemed to be in breach of the contract due to any delay or failure in the performance of any of its obligations if such delay or failure arises from circumstances beyond the Company's reasonable control.
- F. All products supplied by the Company are covered by a five-year warranty, which guarantees against manufacturing defects. This warranty does not extend to cover general wear and tear, or damage caused by misuse or malicious acts.
- G. If the Customer requests the Company to carry out a repair or replacement under the warranty, and it is found that the issue is not covered by the terms of the warranty, the Company reserves the right to charge the Customer for any such repair or replacement.

## 10. DESCRIPTIONS AND ILLUSTRATIONS

- A. All descriptions, illustrations, and depictions contained in price lists, advertisements, or other promotional materials are intended solely to provide a general overview of the products. They do not constitute any part of the contract and shall not be relied upon by the Customer as forming any contractual obligation.
- B. The Company reserves the right to modify or alter the construction or installation details of a product as shown in any drawings, provided that such alterations do not materially affect the overall appearance of the product. Such modifications may be made without notice to the Customer.

## 11. WAIVER

Any indulgence, forbearance, or extension of time granted by the Company to the Customer shall not prejudice or restrict the Company's rights under the contract. Furthermore, any waiver by the Company of any breach by the Customer shall not be deemed a waiver of any subsequent breach.

## 12. SUSPENSION OR CANCELLATION OF DELIVERIES AND LIEN

- A. Should the Customer fail to make any payment due to the Company on the agreed due date, or if the Customer breaches any term of this or any other

contract with the Company, the Company shall be entitled to exercise a general lien on all vehicles, goods, or other property of the Customer in the Company's possession until such time as the outstanding sums are paid in full. The Company reserves the right to suspend or cancel any further deliveries under the contract until such payment is received.

- B. Once an order has been accepted by the Company, it may not be cancelled or amended by the Customer without the prior written consent of the Company. In the event of such cancellation or variation, the Customer shall indemnify the Company for any loss or damage incurred as a result of the cancellation or variation.

### 13. ASSIGNMENT AND SUB-CONTRACTING

- A. Neither party shall assign, transfer, or otherwise dispose of any of its rights or obligations under this agreement without the prior written consent of the other party.
- B. The Company reserves the right to sub-contract the performance of any of its obligations under this agreement, provided that the Company remains responsible for the performance of such obligations.

### 14. NOTICES

- A. Any notice required to be given under this contract shall be in writing and sent via registered post or recorded delivery to the respective addresses of the Company and the Customer as indicated in the contract.
- B. Any notice sent by post shall be deemed served as follows: (i) In the case of an address within the United Kingdom, the day following the date of posting; (ii) In the case of an address outside the United Kingdom, following the standard postal delivery period applicable to that jurisdiction. Proof of posting shall be sufficient evidence of service.

### 15. JURISDICTION

These terms and conditions, along with any disputes or claims arising from or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts for the resolution of any disputes arising under this contract.