

spaceefficientinteriors
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www.spaceff.co.uk

TERMS & CONDITIONS OF SUPPLY

These pages contain information on the terms and conditions applicable to every order placed with Space Efficient Interiors Ltd. All orders are accepted solely upon and subject to these terms and conditions. Nothing in these terms and conditions affects your statutory rights.

1. Definitions

1.1 "Buyer" or "you" means the person or entity who buys or agrees to buy goods from Space Efficient Interiors Ltd.

1.2 "SEI Ltd" or "us" or "we" means Space Efficient Interiors Ltd.

2. Placing an order with SEI Ltd

2.1 When you place an order over the telephone, by fax, by email or via our online ordering service we will treat it as an offer to buy. If we accept your order we will send you an emailed or written receipt confirming the quantity and price of the goods that you have ordered, together with your order number, at which point a contract will exist between you and SEI Ltd. Alternatively, if we refuse to accept your order, for whatever reason, we will inform you in writing.

2.2 SEI Ltd will treat all your personal information (such as name, email address, billing address, delivery address, telephone number, credit card or other payment details) as confidential, and we will fully comply with all applicable UK Data Protection and consumer legislation from time to time in force. We shall use such information only for the purposes of fulfilling your order, and by placing an order with us you authorise us to obtain necessary information about you from third parties, such as credit or debit card companies, in order to authenticate your identity, credit or debit card validity, and to authorise transactions.

2.3 You warrant and represent that the information you provide when placing an order with SEI Ltd is true, accurate, current and complete in all respects

3. Price and payment

3.1 The price of the goods ordered shall be as confirmed in the emailed receipt that we send to you, though we reserve the right to rectify any error. Prices are in Pounds Sterling, are exclusive of VAT and include one delivery during working hours in the mainland UK, unless stated otherwise.

3.2 Payment shall be due at the time of the order. If you fail to make payment as required or if your funds fail to clear or are subsequently recalled, SEI Ltd may suspend delivery of the goods until payment is made in full. A charge of 5% of the order value per week or part thereof may be made for storage and administration

3.3 Subject to a credit account being approved by us, payment by the Buyer shall be made to us within fourteen days of the date of the invoice and time for payment shall be of the essence. If no credit account exists, payment is strictly on a pro forma basis due at time of order. An administration charge of £50 will be levied if payment is not received by the due date. We shall charge interest on invoices that shall become overdue

to be paid by the Buyer from day to day until the date of payment at a rate of 15% above Barclays Bank plc's base rate from time to time in force and shall accrue at such rate after as well as before any judgement.

4. Delivery

4.1 Delivery of the goods shall be made by SEI Ltd, or our representatives, to such place in the mainland UK as you specify at the time you place your order, on the date notified to you. You hereby confirm that you have adequate access and space, and personnel, to receive the goods on the agreed date. We are unable to deliver outside of normal working hours. A charge of 5% of the order value per week or part thereof may be made for storage and administration if the delivery date is changed by the buyer after 48 hrs of placing the order.

4.2 Failed Deliveries

If the delivery fails due to customer unavailability to receive and sign for the goods any such goods will be returned to the appropriate depot and a delivery charge of 12.5 % of the order value will be levied for redelivery. In addition a storage charge of 5% of the order value will be levied per week or part thereof until a successful delivery is completed.. Please see condition 4.1.

5. Damaged goods or incomplete deliveries

5.1 It is your responsibility to inspect the goods upon delivery and immediately report any damage or shortage by noting it on the delivery note/installation report (delivery notes/installation reports endorsed "unexamined", "installed satisfactorily", "undamaged", or similar, will be taken by both parties to confirm that the goods were delivered and/or installed in good condition) and by contacting SEI Ltd customer care department on 01908 648284. If you fail to do this then you must notify SEI Ltd by email within 48 hours of delivery of any apparent damage or missing goods. Please note that under no circumstances will liability be contemplated by us in respect of damaged goods or shortages unless an emailed notification is received by SEI Ltd within 48 hours of delivery.

6. Acceptance and/or return of undamaged goods

6.1 We take all reasonable care to ensure that the details, descriptions, dimensions and prices of goods appearing on the SEI Ltd website are as accurate and up to date as possible. However, if you are dissatisfied with your purchase for any reason whatsoever you may, within seven (7) working days after the day of delivery of said items, notify our customer service department by email that you would like to return the goods, SUBJECT TO THE EXCEPTIONS SET OUT IN CLAUSE 6.3 BELOW.

6.2 It is your responsibility to pay for and arrange the return of the goods, "as new", and with the original packaging. Any money which SEI Ltd has received from you in relation to the returned goods will be refunded in full to you within 30 days of receipt of the goods by us, provided that the goods are in the same condition they were in at the time of delivery. If no emailed notification stating that you wish to return the goods has been received by SEI Ltd within seven working days after the day of delivery, you shall be deemed to have accepted the goods and be liable for any sums still owed to us.

6.3 Orders that involve goods that have been made to order or which involve computer software can only be cancelled within 24 hours of the order being accepted by us in accordance with clause 2.1

7. Warranties and liability

7.1 All goods supplied by SEI Ltd come with a 12 month manufacturer's warranty covering structural defect unless stated otherwise. This does not include where the defect is caused by you through accident, negligence or misuse. SEI Ltd shall provide you with such information as is required to claim under the manufacturer's warranties. In the event of a claim, you should in the first instance contact our customer service department on 01908 648284.

7.2 Notwithstanding that payment of all sums shall be due at the time of the order, interest on any overdue or outstanding sums shall accrue from day to day from the date when payment becomes due until the date of payment, at the rate of 6% above Barclays Plc's base rate from time to time in force, and shall accrue at such a rate after, as well as before, any court judgment. This clause does not affect our statutory rights.

7.3 Where goods are manufactured by SEI Ltd to the Buyer's design, the Buyer warrants and represents that such design does not infringe any design rights or other intellectual property rights of any third party and hereby agrees to indemnify SEI Ltd against any loss or damage which SEI Ltd may suffer as a result of any claim brought against it by a third party alleging infringement of its design or other intellectual property rights.

7.4 Insofar as is permitted by law, SEI Ltd only liability to you under these terms and conditions will be to make good any shortage or non-delivery, or to replace or repair any goods which are received by you in a damaged or defective state or, if appropriate and in accordance with these terms and conditions, to refund to you any sums actually paid by you for the goods in question. SEI Ltd total liability to you (save for death or personal injury) for any one claim or for the total of all claims arising from one act or default of SEI Ltd (whether arising from SEI Ltd negligence or otherwise) shall not exceed the price of the goods in respect of which the claim is made.

7.5 SEI Ltd will not be liable to you, in contract, tort, or otherwise out of or in connection with these terms and conditions, for any indirect or consequential loss, loss of reputation or goodwill, or damage arising out of any problem that you notify to us. Examples of indirect or consequential loss include but are not limited to loss of profits, loss of time, loss of contracts, or damage to property of the Buyer.

7.6 Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by SEI Ltd to deliver one or more instalment in accordance with these terms and conditions shall not entitle the Buyer to treat the contract as a whole or in part as repudiated. SEI Ltd shall use its reasonable endeavours to meet any date agreed for delivery, but in any event time of delivery shall not be of the essence. SEI Ltd reserves the right to sub-contract all or part of work arising from an order as it deems necessary.

7.7 Unless otherwise stated, the price of the goods includes one delivery in the UK (mainland). If an agreed delivery is refused or not completed, through the fault of the Buyer, and has to be re-delivered, a surcharge will be made amounting to 10% of the

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price for the goods, subject to a minimum of £50.

7.8 Should the Buyer not comply with these terms and conditions, SEI Ltd reserves the right to cancel or suspend an order or contract and the Buyer shall be liable for the costs of work completed and expenses incurred by or on behalf of SEI Ltd. Furthermore, the Buyer hereby agrees to indemnify and hold SEI Ltd harmless, on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms and conditions by the Buyer.

8. Title and risk

8.1 Risk of damage to or loss of the goods shall pass to the Buyer upon delivery, or if the Buyer or his nominee wrongfully fails to take delivery of the goods, the time when SEI Ltd has delivered the goods.

8.2 Notwithstanding any other provision herein, title in the goods shall not pass to the Buyer until SEI Ltd has received in cash or cleared funds payment in full of the price of the goods (and any additional costs arising pursuant to these terms and conditions) agreed to be sold by SEI Ltd to the Buyer for which payment is then due.

8.3 Until such time as title in the goods passes to the Buyer, the Buyer shall hold the goods as SEI Ltd fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties, and properly stored, protected and insured and identified as SEI Ltd property. Until such time as title in the goods passes to the Buyer, SEI Ltd shall be entitled at any time to require the Buyer to deliver up the goods to SEI Ltd and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or third party where the goods are stored and repossess the goods.

8.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of SEI Ltd, but if the Buyer attempts to do so all monies owing by the Buyer to SEI Ltd shall (without prejudice to any other right or remedy of SEI Ltd immediately become due and payable.

9. General

9.1 SEI Ltd shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at our premises or manufacturing plants, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and SEI Ltd shall be entitled to a reasonable extension of its obligations.

9.2 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and in the case of notices to SEI Ltd, addressed to Space Efficient Interiors Ltd at PO Box 5493 Bletchley Milton Keynes MK3 5XJ or fax number 01908 639939, or by email to sales@spaceff.com, or in the case of notices to the Buyer, at the Buyer's postal address, fax number, or email address as provided to SEI Ltd.

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9.3 No statement, description, warranty, condition or recommendation contained in any catalogue, price list or advertisement or communication made verbally by any of the agents or employees of SEI Ltd shall be construed to enlarge, vary, amend or override in any way thereof any of these terms and conditions, unless expressly confirmed in writing by a director of SEI Ltd as so doing. The Buyer hereby confirms that, in agreeing to be bound by and abide by these terms and conditions, he has not relied on any representation save insofar as the same has expressly been made a term of these terms and conditions and the Buyer agrees that he shall have no remedy in respect of any representation.

10. Additional costs

10.1 The Buyer agrees to pay for any loss or extra cost incurred by SEI Ltd through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.

11. Waiver

11.1 No waiver by SEI Ltd of any provision or term or condition herein shall be construed as a waiver of any preceding or succeeding breach of any provision, term of condition.

12. Proper law of contract

12.1 This contract shall be governed by the laws of England and Wales and any dispute, question or remedy howsoever arising determined exclusively by the English courts.