

TRADING TERMS & CONDITIONS

1. Definitions:

“buyer” means the person firm or company which places the order with the seller.
“Contract” means the contract between the buyer and seller for the sale and purchase of the goods as provided under these Terms.
“force majeure event” means an event or circumstance beyond a party’s reasonable control including but not limited to failure or delay in performance by suppliers of the seller.
“goods” means the articles or things or any of them described in the order.
“order” means the order placed by the buyer for the supply of the goods.
“seller” means Seconique Furniture Ltd.
“Specification” means, subject to clause 3, any specification expressly approved in writing by a director of the seller and otherwise, in relation to any goods, means goods having the product code or reference of the seller indicated in the Contract.
“Terms” means these Trading Terms and Conditions.

2. Unless otherwise expressly agreed in writing by the seller these conditions, which supersede any earlier conditions appearing in the seller’s catalogue or elsewhere, shall override any terms and conditions stipulated, incorporated, or referred to by the buyer whether in the order or in any negotiations. Any quotation issued by the seller shall not constitute an offer and shall be valid (unless earlier withdrawn at any time) for up to 30 days. The order constitutes the buyer’s offer to purchase the goods on these Terms and shall be binding on the seller only when accepted by the issue of a written acknowledgment or delivery of the goods. All guarantees, warranties or conditions (including without limitation any conditions as to quality or fitness for any particular purpose) whether express or implied by statute, common law or otherwise are excluded and shall not apply to the Contract save where such exclusions are prohibited by the Unfair Contract Terms Act 1977 or otherwise under the governing law.

3. Goods delivered shall be materially in accordance with the Specification. Descriptions, drawings and particulars of weights, dimensions or materials indicated in catalogues, advertising and brochures or the like provided by or for the seller are intended only to give an approximate idea of the goods in question. The use of such information shall not constitute a sale by description or have any contractual force. Unless otherwise expressly agreed by the seller in writing, the goods are intended to be suitable only for domestic use and no warranty is given or to be implied that the goods are suitable for any other use. The seller reserves the right to make minor changes to the specification, description or design of the goods which are not material in their general use to comply with any law or regulation or generally to improve the goods in any respect. The seller’s employees and agents have no authority to make any representation, statement or report not contained in or incorporated into the quotation or Contract by the seller and the seller shall not be bound by any such unauthorised representation, statement or report unless confirmed in writing by a director of the seller.

4. To comply with current legislation, cash payment cannot be accepted for orders or to a value in excess of €10,000 or £8,000 (inclusive of VAT).

5. Save where it is agreed in the Contract that the buyer or its agents shall collect the goods, the seller shall deliver the goods to the location set out in the order or such other location as the parties may agree. The seller shall endeavour to deliver or make available for collection the goods on any date or within any timescale indicated by the seller but any dates indicated for delivery are approximate only and the time of delivery is not of the essence. The seller will notify the buyer orally or in writing in advance of the arrival of the goods at the premises of the buyer during normal

working hours or when the goods are available for collection. If the seller delivers the goods, the buyer shall be responsible for unloading the goods and in the event that the buyer fails to offload the goods within 30 minutes (or within 3 hours in the case of a delivery of a container) or a reasonable time from their arrival at the delivery location at the time so specified the buyer shall be liable to the seller for the additional costs incurred by the seller. The seller shall not be liable for any delay in delivery of or making available the goods that is caused by a force majeure event or the buyer’s failure to provide the seller with adequate delivery instructions or any other instructions that are relevant to the supply of the goods. If the seller fails to deliver or make available the goods, its liability shall be limited to the costs and expenses incurred by the buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods.

6. If the buyer fails to accept delivery of or collect the goods within three business days of the seller notifying the buyer that the goods are ready, then, except where such failure or delay is caused by a force majeure event or the seller’s failure to comply with its obligations under the Contract, delivery of the goods shall be deemed to have been completed at 9.00 am on the third business day after the day on which the seller notified the buyer that the goods were ready. The seller may store the goods until delivery takes place and charge the buyer for all related costs and expenses (including insurance). If after ten business days from the day on which the seller notified the buyer that the goods were ready for delivery the buyer has not accepted delivery of them, the seller may resell or otherwise dispose of part or all of the goods.

7. If the seller delivers up to and including 5% more or less than the quantity of goods ordered, the buyer may not reject them but on receipt of notice from the buyer that the wrong quantity of goods was delivered, a pro rata adjustment shall be made to the order invoice. The seller may deliver the goods by instalments which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the buyer to cancel any other instalment. Orders may only be cancelled with the consent of the seller and subject to reimbursement of the costs of cancellation. If goods are returned because they were ordered in error or are not required by the buyer and the seller agrees to the cancellation of the order, the seller reserves the right to apply a handling charge of 20% of the value of goods returned.

8. Any spare parts required by the buyer are chargeable and delivery is subject to availability provided that the seller will not charge for the necessary replacement of defective fittings. The seller may agree to provide replacement goods or spare parts for goods ordered. In such circumstances the seller will only deliver such replacements and/or spare parts to the UK business address of the buyer.

9. Neither party shall be in breach of contract nor liable for delay in performing or failure to perform any of its obligations under the Contract (other than an obligation to make payment when due) if such delay or failure results from a force majeure event. If the period of delay or non-performance continues for three months, the party not affected may terminate this Contract by giving 30 days’ written notice to the affected party.

10. The price of the goods shall be the price quoted by the seller or, if no price is quoted, the price set out in the seller’s published price list in force as at the date of delivery. The seller may, on giving reasonable notice to the buyer at any time, increase the price of the goods to reflect any increase in the cost of supplying the Goods due to any factor beyond the seller’s control

(including foreign exchange fluctuations and increases in taxes and duties or prices of suppliers) or any request by the Customer to change the delivery date, quantity or description of the goods ordered.

11. Delivery charges to the delivery location approved by the seller are included in the price except where otherwise stated by the seller or agreed in relation to any Contract. Prices exclude VAT. The seller may invoice the buyer for the goods on or at any time after delivery. Payment shall be made in accordance with the terms notified or approved by the seller and in any event unless otherwise expressly agreed in writing the buyer shall pay the invoice in full without set off and shall place the seller in cleared funds by the end of the month following the month the invoice was dated. Time of payment is of the essence. In the event of late payment, the seller shall be entitled to interest on the amount outstanding at the rate of 4% above the base rate of Barclays Bank PLC from time to time in force, calculated from day to day before and after judgement from the date the payment falls due until payment.

12. All delivery documentation (invoice, delivery and return notes) should be checked and signed by the buyer and the driver delivering the order. In the event that the actual quantity of goods delivered falls short of the quantity specified in the delivery documentation, the actual quantity delivered should be recorded on the delivery documentation and countersigned by the buyer and the driver delivering the goods. In the event of a container delivery, the driver shall also record the container Seal Number and whether the container is “Seal Broken” or “Seal Intact” on delivery.

13. The buyer shall inspect the condition of the goods as soon as possible after delivery and shall within 48 hours from such inspection and in any event within five business days notify the seller of any apparent damage or defect or missing items by reason of which the seller believes that the goods delivered are not in accordance with the Contract. In order to be verified by video evidence, shortages need to be notified within 48 hours of delivery. Any goods which are the subject of a claim by the buyer shall be retained by the buyer and made available for inspection by the seller on request. Goods should not be returned by the buyer without the prior consent of the seller in writing. The seller may, at its option, repair or replace defective goods or refund the price of any defective goods.

14. Nothing in these Terms shall limit or exclude the seller’s liability for: death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or defective products under the Consumer Protection Act 1987.

15. Subject to clause 14 of these Terms: (a) the seller shall under no circumstances whatsoever be liable to the buyer, whether in contract, tort (including negligence) or otherwise, for any loss of profit, loss of business or loss of contracts (in each case whether directly or indirectly arising) or for any indirect or consequential loss of any nature arising under or in connection with the Contract; and (b) the seller’s total liability to the buyer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), or otherwise, shall in no circumstances exceed 300% of the price of the goods ordered in the Contract.

16. Unless otherwise agreed in the Contract, the goods shall be at the buyer’s risk from the time of delivery to the delivery location.

17. Title to the goods shall not pass to the buyer until the earlier of: (a) the seller receiving payment in full (in cash or cleared funds) for the goods; or (b) the buyer reselling the goods in the ordinary course of its business, in which case title to the goods shall pass to the buyer at the time specified in clause 19.

18. Until title to the goods has passed to the buyer, the buyer shall: (a) store the goods separately from all other goods held by the buyer so that they remain readily identifiable as the seller’s property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify the seller immediately if it becomes subject to any of the events listed in clause 21; and (e) give the seller such information relating to the goods as the seller may require from time to time.

19. Subject to clause 20, the buyer may resell or use the goods in the ordinary course of its business (but not otherwise) before the seller receives payment for the goods. However, if the buyer resells the goods before that time: (a) it does so as principal and not as the seller’s agent; and (b) title to the goods shall pass from the seller to the buyer immediately before the time at which resale by the buyer occurs.

20. If before title to the goods passes to the buyer the buyer becomes subject to any of the events listed in clause 20, then, without limiting any other right or remedy the seller may have: (a) the buyer’s right to resell the goods or use them in the ordinary course of its business ceases immediately; and (b) the seller may at any time: require the buyer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product; and if the buyer fails to do so promptly, enter any premises of the buyer or of any third party where the goods are stored in order to recover them.

21. The buyer warrants that it is not at the time of entering into this agreement insolvent, and that it knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or bankruptcy or to exercise any other rights over or against its assets.

22. If a buyer has not traded with the seller for more than 12 months, the buyer shall complete and deliver to the seller a copy of the seller’s New Customer Detail Form. The buyer warrants and represents to the seller that to the best of the buyer’s knowledge and belief all information provided in such form is true and complete and agrees to notify the seller without delay in the event that any such information ceases to be correct in any material respect. The buyer also acknowledges and agrees to comply with the seller’s operating procedures a copy of which is included with these Terms or is otherwise available on request. In the case of any Contract for the sale of goods for export where it is agreed that the Contract shall be governed by terms provided under any “INCOTERM” which is inconsistent with these Terms, the term agreed under the relevant INCOTERM shall prevail.

23. The Contract and any dispute of claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in relation to any such dispute or claim.

TERMS AND CONDITIONS FOR DROPSHIPPING ONLINE TRADING

1. These terms and conditions apply to contracts for the supply of goods whereby we supply the product to the home of the end user (your customer) directly from our stock. This process is often referred to as Dropshipping.
2. You acknowledge that this is a business to business contract and the Consumer Protection (Distance Selling) Regulations 2000 do not apply to this contract..
3. These terms are supplemental to our standard terms and conditions of sale ("Standard Terms") which will also apply to this contract. To the extent that there is any contradiction between the terms of the recorded in this document and our Standard Terms, the terms of this letter shall prevail.
4. You will provide subject to our approval and in a format we require designs for the labels which we affix to the exterior of the packaging of the goods. We are entitled to charge you for the cost of labelling.
5. Your designated courier will collect the goods and deliver them direct to the home of your customer. Due to the nature of this process we have determined that, by their nature, couriers do not always handle the product with the correct due care and attention that is needed to prevent damages. Any claims for missing or damaged items must be initially directed to the courier. Should you also wish to report any instances of loss/damage/incorrect item delivered etc, please ensure that this is lodged with our after sales department within 72 hours from the collection date.
6. We will consider warranty claims in accordance with our Standard Terms. Any goods returned to Seconique which we determine to be outside of the warranty your account will be debited on a weight returned basis which is currently set at £1.00 per Kilogramme. We reserve the right to dispose of any items returned after seven days from first date received. If you would like to collect returns during this period please contact our after sales department who will arrange for the items to be made ready for your collection. If you fail to contact Seconique advising that you wish to collect your items we reserve the right to dispose of the said items and implement the relevant charge. If you arrange to, and collect your items during this period no further action will be taken. Please note that if we have supplied you with an incorrect goods it must be sent back to Seconique in the original packaging and in a sellable condition or credit will be refused.
7. All warranty claims are subject to the limitations of liability as set out in clause 14 of the Standard Terms.
8. It is your responsibility to return the goods to Seconique. Seconique will not be liable for any costs that you incur when returning goods.
9. The representative/courier collecting on your behalf is responsible for all goods and when signing for these items they agree that the product packaging is in good condition at the point of collection.
10. If goods are damaged upon receipt with your customer we may be able to supply you with a replacement part. This may be subject to the necessary charge and/or availability. Our after sales department will be able to advise you on this should this ever occur.
11. Any goods returned to Seconique will not qualify for automatic credit status. Credit to your account will only take place once the item has been inspected and we have found that Seconique is liable and a credit will therefore be due.
12. Once established as a customer any additional requests not already previously agreed may be liable for an additional charge to your account.
13. If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
14. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Prior to being set-up as an On-Line Trader

- A signed copy of this agreement is required before we can consider you as this type of customer. The required signature must be from the owner of the business or company Director.
- Please advise Seconique of your website URL so that we can verify if you fall into the category of a Dropshipment customer.
- Please confirm the company that you intend to use to collect the goods on your behalf. If this carrier is already known to us, we may be able to use an existing label printer to produce the required labels. If the carrier is unknown they should make an appointment with Seconique to install a label printer and to confirm your password and Log-In details – this will enable us to download your completed address labels and manifest directly from the carrier website.
- It will be your responsibility to 'up-load' all label details. Failure to provide labels with accurate information may result in a delay when transacting your order.
- The timing for receipt of your orders and labels is critical to the smooth running of the operation – This will be agreed at a later date. Failure to follow agreed timescales may result in your delivery being delayed until the next available collection.
- All orders must be paid for before collection – We suggest the most convenient means is to create a holding fund (to be agreed). We will use this to debit your daily transactions until it gets to a point where we will advise you that this needs topping up. Alternatively we accept bank transfer including FPS service/debit card/ credit card (although this would be subject to verification).
- All goods that are palletised will be charged the following:
Goods up to £500 – 1 pallet = £3 plus VAT
Goods from £500 to £1000 – 2 pallets = £6 plus VAT and every £500 thereafter will be chargeable up to a maximum of 15 pallets.
- The timing and frequency of carrier collections will be agreed at a later date.
- A Sales Advisor shall be appointed to administer your orders – They will be your main contact throughout the ordering process with the obvious exception of taking payment and after sales. Credit Control details shall be advised in due course. Please contact aftersales@seconique.co.uk for any after sales issues.
- If you are not already an existing customer, you shall also be required to complete and return a Customer Detail Form, together with proof of trading and a copy of a recent utility bill.

OPERATING PROCEDURES

In these operating procedures, "we" or "Seconique" refers to Seconique Furniture Ltd, the seller, and "you" refers to the customer or buyer.

TERMS OF PAYMENT & PLACING ORDERS

All orders are supplied on one of the following basis:-

- (i) Proforma Invoice
- (ii) Payment COD (*Cash – Not Cheque) (Also see Conditions on Customer Detail Form)
- (iii) Banker's Draft; or
- (iv) Debit/Credit Card

*Please note that cash cannot be accepted for orders in excess of €10,000 or £8,000 (inclusive of VAT).

ALL PRICES EXCLUDE VAT

Orders can be placed via telephone, fax, e-mail, our website or by post. Verbal orders should be confirmed in writing.

Queries related to orders should be made to our sales department who will be pleased to assist.

Export orders destined for the EC may be subject to VAT exemption, however, a copy of your EC VAT Registration Certificate will be required in support of your application.

Shipping documents providing proof that goods have left the UK shall also be required following collection or delivery of each order.

If we do not receive evidence of the above a VAT invoice will be raised.

MINIMUM ORDER VALUE

Minimum order carriage paid £400 - £500 (depending on area) excluding VAT.

Minimum order carriage paid for Scotland is £500.

DELIVERY ARRANGEMENTS

Our deliveries are planned on a week-to-week basis and we will try to contact you to book in delivery at least a day before.

To enable us to plan your delivery efficiently, please ensure section 3 of the Customer Detail Form is completed.

Upon booking in, we will confirm exactly which items are being delivered and you will be given the total amount for our driver to collect. If it is not possible for you to have payment available for our driver, please advise us at the time we phone to book in the delivery, so that we can arrange an alternative delivery date.

Please note we are unable to deliver to private addresses.

Orders for export may only be delivered to bona-fide carriers or freight forwarders.

We endeavor to deliver as soon as possible after receipt of order, but, as this is variable, please always check current delivery time when placing order.

It is the customer's responsibility to provide staff and any equipment required to unload stock at the point of delivery. Seconique drivers are not insured to work on customer's premises.

INTERNET/COURIER CUSTOMERS

We cannot make any arrangements on your behalf for Couriers to collect orders from the Cash 'n Carry Department, this has to be entirely your responsibility. If you do send a Courier into the Cash 'n Carry Department to collect goods on your behalf, please ensure the Courier can quote your name and address and have full details of the goods to collect, as they will have to sign for the receipt of itemised goods - 'Received Unchecked' or a similar phrase is not acceptable.

You should also notify either

our Sales Office or Cash 'n Carry Department that you are sending in a Courier and provide them with their details.

Products collected by Couriers will not be accepted for return if damage has been incurred due to their handling procedures.

Any additional administration and labelling requirements of the customer may be available only at Seconique's discretion and are liable to a surcharge.

All goods that are palletised will be charged the following:

Goods up to £500:
1 pallet = £3 plus VAT

Goods from £500 - £1000:
2 pallets = £6 plus VAT and every £500 thereafter will be chargeable up to a maximum of 15 pallets.

RETURNS

If any item(s) has to be returned/exchanged, please ensure it is in its original packaging. You should also notify us immediately of the full details of the reason for the exchange and the invoice number against which the goods were purchased. It would also be very helpful if you could quote the order reference number from the carton(s) of the goods being returned. Please also quote the name of the After Sales person at Seconique to whom you initially reported your requirement for an exchange.

Please note our Drivers are not authorised to accept 'Returns' unless instructed to do so by our After Sales Department, and After Sales cannot give this instruction unless you, the customer, has advised them accordingly.

If you are returning goods to our Cash 'n Carry Department you must give them prior notice of your intention to return goods.

Returned goods must be in their

original packaging and you must bring with you the invoice on which you were charged for same.

Please note that all exchanges are charged and credit notes issued for goods returned.

Any claims originating from outside the UK will be handled on an individual basis, with subsequent decision(s) at the discretion of the Company.

LABELLING (GLASS)

All furniture incorporating glass is clearly and permanently marked in accordance with BS 7376:2004.

All glass is toughened.

Additional safety information is supplied in the Assembly Instructions and on the Important Information Label. In the event that you, as a Retailer, assembles a product for sale, the Important Information Label must remain fixed to the product and the Assembly Instructions presented to the consumer at point of sale.

Please note the furniture colours shown in this catalogue are approximate only due to the limitations of the print process. Mattresses are used to demonstrate certain beds and bunks. It should be noted that mattresses are available separately, bed and bunk prices do not include mattresses. We reserve the right to alter or modify these procedures at any time on notice.

The Company reserves the right to alter or modify the product or information contained herein at any time in the light of technical or other developments.

All prices exclude VAT. We reserve the right to amend prices printed in this catalogue without notice if and when deemed appropriate.

Prices are correct at time of printing but may be subject to change.

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