

**STANDARD CONDITIONS OF SALE
of
ARLINGTON INTERIORS LIMITED**

1. Interpretation

- 1.1 In these Conditions:
"Buyer" means the person who agrees or has agreed to purchase the Goods or whose order for the Goods is accepted by the Seller
"Goods" means the goods which the Seller is to sell or supply to the Buyer
"Seller" means Arlington Interiors Limited
"Conditions" means these standard terms and conditions of sale including (unless the context otherwise requires) any special terms and conditions agreed in writing between the Buyer and the Seller
"Contract" means each contract for the sale and/or supply of Goods between the Buyer and the Seller
"Order" means the written order placed by the Buyer with the Seller for the provision of the goods
"Writing" includes telex, cable facsimile transmission and comparable means of communication
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time
- 1.3 The headings in these Conditions are for convenience only and shall not effect their interpretation

2. Basis of the Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any Order of the Buyer which is accepted by the Seller, subject to these Conditions, which shall govern the Contract.
- 2.2 These Conditions shall override any terms or conditions which the Buyer purports to incorporate into the Contract. No variations to these Conditions shall be binding unless agreed in Writing by the Seller. The Conditions override any terms, conditions or warranties which the Buyer may seek to impose.
- 2.3 In placing an Order the Buyer accepts these Conditions and agrees to enter into the Contract in accordance with these Conditions.
- 2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk.
- 2.6 Any typographical, clerical or other error or omission in any sales literature, price list, or other document or information issued by the Seller shall be subject to correction by the Seller.

3. Orders and Specifications

- 3.1 The quotations and estimates of the Seller are without commitment and no Order submitted by the Buyer shall be binding on the Seller unless the Seller accepts it and any action taken by the Seller pursuant to such Order shall be taken as the Seller's acceptance of such Order on these Conditions.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 Except where the Seller specifically otherwise agrees in writing, the selection and choice of the Goods (except as to compliance with specific technical specifications contained in the Seller's current literature) is the Buyer's sole responsibility.
- 3.4 Any specifications, formulations, data, literature and statements as to content, suitability, performance or otherwise issued and descriptions and samples given, by the Seller in connection with the Goods are offered in good faith but are intended to be approximate only and shall be deemed not to constitute representations.
- 3.5 Goods are sold or supplied on condition that the Buyer undertakes at all times to take and comply with (and to draw third parties' attention and require them to take and comply with) all instructions and recommendations issued with or contained on, or relating to the Goods or the Seller's relevant documentation and all responsible and prudent precautions as to use, maintenance, storage, cleaning, disposal and otherwise.
- 3.6 Pursuant to the Seller's policy of continuous improvement or pursuant to changes which may be made in safety or other statutory requirements, the Seller reserves the right, without affecting the validity of the Contract, to make such changes in materials, dimensions and design as are necessary or desirable in all the circumstances.
- 3.7 The copyright and all patent industrial and other intellectual property rights in the Seller's designs, documentation, packaging and literature shall remain the Seller's property and no licence there under (except as to the use for which the Goods are sold) shall be implied.
- 3.8 Subject to provisions to the contrary contained in these Conditions, and subject to any stipulations specifically made by the Seller prior to the Contract, sections 13 to 15 (inclusive) Sale of Goods Act 1979 shall apply.
- 3.9 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller (which shall not be unreasonably withheld or delayed).

4. Price of the goods

- 4.1 Subject to the provisions of this Condition 4, the price of the Goods shall be the Seller's quoted price or, where no price has been quoted, the price listed in the Seller's published price list current at the date of acceptance of the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any unanticipated increase in the cost to the Seller of supplying the Goods, (including without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, increase in the costs of labour, materials or other costs of manufacture or increase in the costs of carriage and insurance) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of Payment

- 5.1 Unless the Seller otherwise agrees in Writing payment for the Goods is due in full prior to despatch of the goods and in any case by the due date, notwithstanding that delivery may not have taken place. Receipts for payment will be issued upon request from the Buyer.
- 5.2 Otherwise than with the agreement of the Seller, if the Buyer fails to make payment of the amount due in full on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller may on giving notice to the Buyer:
- 5.2.1 cancel the Contract or suspend any further deliveries to the Buyer; and
- 5.2.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above Barclay's Bank plc base rate from time to time, from the due date until payment in full is made.

6. Performance and Delivery

- 6.1 Delivery of the Goods shall be made by the Seller to the delivery address provided by the Buyer.
- 6.2 Any dates quoted for delivery of the Goods by the Seller are approximate only and the Seller shall notify the Buyer as soon as it becomes aware of any delay in delivery of the Goods. By agreement between the Buyer and the Seller the Goods may be delivered by the Seller in advance of the quoted delivery date.
- 6.3 Where the Goods are delivered in instalments either in accordance with the Contract or, in the event that delivery by instalments becomes necessary, each delivery will form a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not permit the Contract as a whole to be repudiated.
- 6.4 Unless otherwise agreed between the Buyer and the Seller, if the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.5.1 charge the Buyer for the Seller's abortive delivery costs and may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Risk, Property and Retention of Title

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and/or the passing of risk in the Goods, or any other provision of these Conditions, the property in and title to the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 7.3 Until such time as the property in and the title to the Goods passes to the Buyer, the Seller shall be entitled at any time to repossess the Goods and require the Buyer to make the Goods available for collection by the Seller.

8. Warranty

- 8.1 Except as set out in Condition 8.2 below, in the event that there are defects in the Goods, if the conditions set out below are each satisfied the Seller will arrange for the repair or replacement (free of charge) of such Goods which the Seller shall find upon examination (for which the Buyer will provide full facilities) to have been so defective. The said conditions (each of which must be fulfilled before any warranty claim shall arise) are:
- 8.1.1 that the claim is not attributable to fair wear and tear or any fault or damage arising from modification by the Buyer, inappropriate use or treatment, incorrect handling or exposure to corrosive substances or substances otherwise injurious to the Goods or their constituent materials;
- 8.1.2 that the claim is made by the Buyer as the Seller's original customer for the Buyer's own benefit;
- 8.1.3 that the claim is notified (in detail) in writing to the Seller within 30 days of the date of discovery thereof and in any event within 12 months of delivery;
- 8.1.4 that the Seller's recommendations for installation, maintenance, storage and use in respect of its Goods have been complied with.
- 8.2 In respect of all appliances forming part of the Goods, except where the Seller specifically otherwise agrees in Writing, the Seller offers no warranty in respect of the appliances, but the Seller will if requested by the Buyer give reasonable assistance to the Buyer to obtain the benefit of such warranties as are available from the supplier and/or manufacturer of the appliances in favour of first users. Details of such warranties are at all times available from the Seller.
- 8.3 The Seller maintains public and product liability insurance to a limit of not less than £1,000,000.00 in respect of any one occurrence and copies of the policy or policies are available for inspection at any time.
- 8.4 Where the Goods are sold or supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 8.5 All warranties forming part of the contract are valid only when all goods including additions and or variations to the original contract have been paid for in full.

9. Delay in performance

- 9.1 If any delay or failure in performing the Contract is due to any cause beyond either party's reasonable control the Contract will not be treated as terminated, but provided that after the expiry of a period of 3 months from the date given for the delivery of the Goods where the Contract still remains to be performed either party may give notice to the other to terminate the Contract. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the parties' reasonable control:
- 9.1.1 Act of God, explosion, flood, tempest, fire or accident;
- 9.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.1.4 import or export regulations or embargoes;
- 9.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9.1.7 power failure or breakdown in machinery.

10. General

- 10.1 Any notice required or permitted to be given by either party to the other under these Conditions must be made in Writing addressed to the other party at its address as stated in the Contract.
- 10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these Conditions is determined by any competent authority to be invalid or unenforceable in whole or in part that provision will cease to apply and the remainder of these Conditions will continue in force.
- 10.4 The Contract shall be governed by the laws of England and the parties submit to the jurisdiction of the English Courts.