

Terms & Conditions

1. Definitions

In these Terms and Conditions the following words and expressions unless the context otherwise requires shall have the following meanings:

“Company” – means Ferriera’s Architectural Surfaces whose registered office is 338 West End Lane, West Hampstead, London NW6 1LN

“Contract” – means any contract (the terms and conditions of which are detailed herein) between the Company and the Customer for sale of Goods and for work done to the Goods by the Company and for any drawing undertaken by the Company for the Customer or any service provided for the Customer by the Company.

“Customer” – means the individual or partnership body corporate whether limited or unlimited whose name and address appears on the Customer Confirmation Order.

“Terms and Conditions” – means those terms and conditions contained herein which shall apply to all contracts for the sale of Goods to a Customer and/or works done to goods for a Customer and/or for drawings undertaken for a Customer.

2. Basis of provisions of Goods/Service.

2.1 The placing of an order following the Company’s quotation of price shall not be binding on the Company until or unless confirmed in writing by the Customer Confirmation Order signed by the Customer and the Company at which time a minimum deposit of 60% of the purchase price is payable by the Customer to the Company.

2.2 In the case of orders given verbally by the Customer to the Company whether by telephone or otherwise, the price quoted by the Company and recorded on a Customer Order Form shall be dispatched to the Customer and if returned duly signed by the Customer with a minimum deposit of 60% of the total purchase within 7 days of dispatch, such order shall be conclusive and binding as to the price, type and quality of the product ordered, the delivery point and delivery date.

2.3 Additions or alterations to orders save as set out in 2.2 above, however placed, shall not be binding until confirmed in writing by the Company. And may be subject to extra charges.

2.4 Any advice or recommendation given by the Company or agents or agents to the Customer as to the storage application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer’s own risk and, accordingly, the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or there error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, Customer Order Form or other document or information issued by the Company shall be subject to correction by the Company without any liability on part of the Company.

2.6 The Company accepts no liability in respect of goods ordered by the buyer being of dimensions unsuitable for the Customer’s premises or if access to the Customer’s premises is impossible or impracticable save in circumstances where the Company has inspected and/or measured the Customer’s premises and access thereto.

3. Price and Payment.

3.1 The price of the goods shall be as set out in the Customer Order Form.

3.2 All quotations are valid for 7 days unless otherwise stated.

3.3 The total purchase price together with the Value Added Tax less the deposit paid shall be payable within 7 days of notification being sent of goods being available for

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collection/delivery failing which interest at the rate of 2% per month on the outstanding purchases price and storage charges will be levied as applicable.

3.4 Collection/delivery shall only be made after receipt of cleared funds. In the event of payment being made by personal cheque/building society cheque, 10 working days should be allowed for the clearance of such cheques.

3.5 Time shall be of the essence for the payment of the balance of the purchase price herein defined.

4. Delivery

4.1 The Company requires at least 7 working days to organize delivery after cleared funds have been received.

4.2 The Company shall not be liable for any delay in delivery caused as a consequence of a delay in the supply of the Goods by the manufacturer to the Seller.

4.3 No deliveries, collections or inspections can be made on Saturday's, Sunday's and Bank Holidays. Inspection of goods by appointment at warehouse only. If Customer chooses to open packaging to inspect goods, they will be liable to collect the goods themselves; delivery will not be possible.

4.4 Any floor models purchased by the Customer must be inspected by the Customer at time of purchase. No responsibility can be accepted for damage or defects to floor models upon delivery other than those notified by the Customer to the Company at the time of purchase.

4.5 The Customer shall inspect the goods immediately on their arrival and notify the Company forthwith in writing of any damage, shortage, over-delivery, loss or other particulars by reason of which the Company alleges that the goods supplied do not conform to the Contract. If no such notice is received within 7 days of delivery the goods shall be cleared to be supplied in accordance with the Contract and to have been accepted by the Customer. Where the Customer gives notice to the Company as aforesaid, he/she shall preserve the goods intact as delivered for a period of 21 days after receipt by the Company of the Notice during which the Company, its agent or servants shall be at liberty to attend the Customer's premises to investigate the complaint.

4.6 If the Customer fails to comply with 4.4 he/she shall be deemed to have waived all or any claims, actions, rights or remedies he/she may have in respect of the non-conformity of the goods to the Contract.

4.7 If, upon inspection the Customer finds a shortage or over delivery in the amount of goods delivered, the Customer will not be entitled to reject the Goods but the Company will make further delivery or collection as shall result in the correct quantity having been delivered.

4.8 Damage, shortage, loss in transit or other non-conformity with the Contract, which is present only in a proportion of the Goods, shall entitle the Customer to remedies given by this clause only in respect of these goods.

4.9 The liability of the Company and of its servants or agents for any loss, injury, damage or claim arising out of or in connection with, the execution of this Contract or arising out of or in connection with the use of the goods supplied by the Company shall (save in the case of liability of death or personal injury resulting from negligence) be limited to the amount equal to the Contract price of the Goods supplied or to be supplied under this Contract whether or not such loss, injury, damage or claim is occasioned by the negligence of the Company or any of its servants or agents.

4.10 The Company can only accept results of tests on Goods the form and context of

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which have been notified to it by the Customer and approved by the Company in writing. Such tests must be carried out strictly in accordance with the current British Standard and in the presence of a nominated representative of the Company. The Customer shall be charged the cost of testing at the Company's discretion.

4.11 The Customer shall ensure that access to the delivery address is given on the date of delivery and that the Goods are capable of being installed on delivery. The Customer shall not be entitled to reject the Goods upon the basis that access and installation cannot be afforded upon delivery. At point of delivery if normal access through a doorway is not available and any other means of access are employed such as removing doors and banisters, removing window frames, hoisting in through windows as well as carrying up several flights of stairs, the Customer shall pay such additional charges as may be payable as a consequence prior to delivery.

4.12 Where goods are ordered and delivered and form part of a furniture system, delivery and assembly shall not necessarily be carried out on the same day.

5. Title to the Goods.

5.1 The property in the Goods shall remain in the Company and shall not pass to the Customer until the Company has received payment in full for the price of the Goods (together with any interest/charges payable in respect thereof).

5.2 The Goods shall be at the risk of the Customer as soon as delivery has taken place.

6. Limitation and Liability

The Company warrants that the Goods will correspond with their specification at the time of delivery and will be free of defects in material and workmanship for a period of 12 months from the time of delivery.

7. Termination

7.1 The Company may cancel this Contract at any time before the Goods are delivered by giving written notice. On giving such notice, the Company shall promptly repay to the Customer any sums paid in respect of the price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

7.2 The Customer may give notice of his/her intention to cancel this Contract upon the giving of written notice to the Company within 7 days of the purchase order date. This is subject to the cancellation charge. Upon the receipt of the such written notice the Contract shall not be cancelled unless the manufacturer of the Goods agrees to accept the Company's cancellation notice in which circumstance the Company shall dispatch to the Customer a written confirmation of cancellation. In such circumstances, upon the Company giving such written notice: –

7.2.1 The Company shall cease to be bound to deliver and the Customer shall cease to receive delivery to any further Goods.

7.2.2 The Company shall refund to the Customer either by cheque or credit card refund voucher such sums already paid less 20% of the total purchase order value being cancellation charges incurred by the Company in respect of its expenses.

7.2.3 In the event of the manufacturer refusing to accept the Company's cancellation order the Company shall sell the Goods at the best price readily obtainable and. After deducting all reasonable storage and selling expenses, account to the Customer for the excess over the price under Contract or charge the Company for any shortfall below the price under the Contract.

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8. Copyright

Any drawings undertaken by the Company shall remain the property of the Company until the Customer shall pay the price of the Goods in full. No reproduction, copying, scanning, storing or recording by any means in any form nor broadcasting, transmission or dissemination through any medium of the drawings or any part thereof is permitted without the express written consent of the Company.

9. General

9.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at the address set out in the Customer Order Form.

9.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 This Contract shall be governed by the laws of England and Wales.

10. Force Majeure

Notwithstanding any agreement to the contrary, deliveries may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or delivering the Goods as a result of acts of God, fire, accident, war, terrorism, riot, civil commotion, government order, regulation or directions, shortage of labor, equipment or material, strikes, lockouts or any other contingencies whatsoever beyond the Company's control whether of the same nature of the foregoing or not. Any Goods the delivery of which has been totally or partially suspended shall be accepted by the Customer commencing as soon as the Company is no longer prevented or hindered from manufacturing, supplying or delivering.