



Terms & Conditions of Sale

Interiors Manufacturing Limited trading as Cubicle Systems

Registered Office:

Cunard House

Regent Street

London

SW1Y 4LR

Registered in England 07693359

Please retain for your records

General

In these "Terms"

Company means **Cubicle Systems**

Customer means **the person, firm or company through their employees or agents seeking to purchase Goods from the Company**

Goods means **the Goods/ services to be supplied by the Company**

Company Signatory means **a Manager employed by the Company**

All quotations are made and all orders accepted by the Customer subject to these Terms which may not be altered except with the written agreement of a Company Signatory.

In the event of inconsistencies between these Terms and any conditions stipulated by the Customer these Terms shall take precedence

Prices

1. Prices quoted are based on published manufacturer's prices and are correct at time of issue. Unless otherwise stated all prices are subject to alteration without notice and Goods will be invoiced at prices ruling at the date of delivery.

Quotations

2. Quotations are made at known current prices. Quotations are for acceptance within thirty days from the date of quotation and unless accepted within that period will be deemed to have been automatically withdrawn. Unless otherwise stated in writing the prices quoted are always subject to adjustment and the price invoiced will be the price ruling at the date of delivery.

Delivery

3. The delivery period quoted is based on that given by the Company's supplier and will commence from receipt by the Company of a written order accompanied by sufficient information to enable the Company to proceed with the order. Provided the Company takes all reasonable steps to deliver the Goods at the time stated the Company shall be under no liability for failure to do so. Unless otherwise stated carriage, packing and insurance are charged extra and the Company reserves the right to deliver in more than one consignment. In case of delivery by instalments the failure of the Customer to pay for any instalment on the due date for payment shall entitle the Company to treat the contract as repudiated by the Customer.

Time is not of the essence for any delivery dates provided by the Company to the Customer.

Title

- 4.1 The title to the Goods shall remain with the Company until the Customer pays the price of the Goods in full and any other sums outstanding between the Company and the Customer whether in respect of this contract or otherwise.

- 4.2.1 Until title passes:-

- 4.2 (a) The Customer shall hold the Goods as the Company's fiduciary agent and bailee

- 4.2 (b) The Goods shall be stored separately from any other goods and the Customer shall not interfere with any identification marks labels batch numbers or serial numbers on the Goods

- 4.2 (c) The Company agrees that the Customer may use or agree to sell the Goods as principal and not as its agent in the ordinary course of the Customer's business subject to the following express conditions:-

- i) that the Consumer notifies its customer that the Company remains the legal owner of the Goods until the Company receives payment in accordance with clause 4.1 of these Terms and the Company reserves the right to label the Goods accordingly

- ii) that the Customer will at the Company's request and at the Customer's expense assign to the Company all rights it may have against its customer; and

- iii) that the Customer's right to use or sell the Goods may be withdrawn by the Company on notice at any time and will automatically cease in the event of the Customer becoming Insolvent.

- 4.3 If Goods are to become affixed to any land or building the Customer must ensure that they are capable of removal without material injury to the land or building and the Customer shall take all necessary steps to prevent title to the Goods from passing to the owner or landlord of such land or building.

- 4.4 The Company shall be entitled at any time to recover any or all of the Goods to which it has title and for that purpose its employees or agents may with such transport as is necessary enter upon any premises occupied by the Customer or to which the Customer has access and where the Goods may be or are believed to be situated.

Risk

- 5.1 Risk shall pass to the Customer on delivery to the Customer or to such person as he may direct.
- 5.2 Loss and damage in transit, unless otherwise stated, Goods will be packed to the Company's normal specification in non-returnable packaging. The Company will refund the cost of, or at its discretion replace, or repair free of charge, any of the Goods proved to the Company's satisfaction to have been lost or damaged in transit up to the moment of such delivery. This is provided that within three days after delivery of the Goods in the case of damage or part loss, or within 10 days of receipt of invoice in the case of complete loss, the Customer notifies both the Company and the carriers (if known) in writing of the amount of the damage or loss and its nature and extent.

Force Majeure

- 6 The Company shall not be under any liability whatsoever in respect of any delay or failure to deliver any of the Goods due directly or indirectly to any cause of whatever nature or howsoever arising not within the reasonable control of the Company including but not limited to act of God, War, invasion, rebellion, revolution, insurrection, commotion, disorders, malicious damage, fire, flood, tempest, epidemic, quarantine restrictions, strikes or other industrial disputes, lock-outs, freight embargoes, unusually severe weather, shortage of raw materials or energy supplies, transportation delays and failure by sub-contractor's suppliers to perform.

Liabilities

- 7.1 Subject to Clauses 7.3 & 7.5 below the Company shall not be liable to the Customer for misrepresentation (unless fraudulent) or in contract or tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for:-
(a) any loss of profit, business, contracts, revenues or anticipated savings; and/or
(b) any special, indirect or consequential damage of any nature whatsoever.
- 7.2 Except where the Customer deals as a consumer it will unconditionally fully and effectively indemnify the Company against all losses damages penalties costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such losses damages penalties costs and expenses are due to the Company's negligence.
- 7.3 Without prejudice to any other provision of these Terms in any event the Company's total liability for any claim or for the total of all claims arising from any act or acts of default on the Company's part (whether arising from its negligence or otherwise) shall not exceed the purchase price of the Goods the subject matter of any claim, or the limit of liability laid down by its insurers in respect of such claim, whichever is the higher.
- 7.4 The Company shall not be liable for imperfect work caused by any inaccuracies in any drawings, bills of quantities or specifications supplied by the Customer.
- 7.5 Nothing in these Terms shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence or its liability for fraudulent misrepresentation.

Company's Obligations

- 8.1 The Company agrees at its complete discretion to refund the price of the Goods or to repair or replace free of charge (such decision is at the sole discretion of the Company) any of the Goods found to its satisfaction to be defective owing to faulty design, materials or workmanship provided that the Goods have not been modified and have been operated, repaired and maintained within the Company's recommendations for use (if any) and provided that the Company's liability under this condition shall not extend beyond the corresponding liability of its supplier.
- 8.2 Goods returned under this clause shall be delivered as directed by the Company at the Customer's expense. The Company will be under no obligation whatsoever to repair the Goods at the Customer's premises unless specifically agreed in writing prior to the parties entering into these Terms.
- 8.3 The Goods will be supplied to the current standard specification and finish of the Company's supplier.

Return of Goods

- 9.1 Goods cannot be returned for credit unless previously agreed in writing and if so agreed the Goods must be consigned carriage paid. Goods returned for credit must be in good order and condition and must include an advice note stating the reason for the return, and quoting the Company's invoice/despatch note number under which the Goods were despatched by the Company. The Company reserves the right to make a handling and restocking charge on Goods returned.

Repairs

- 10.1 If Goods are returned to the Company for repair, and if the Company agrees to carry out such repairs, then the only liability of the Company, shall be to put the Goods into a reasonable state of repair bearing in mind the age and condition of the Goods.

Payment

- 11.1 Unless credit arrangements have been agreed in writing with the Company all invoices will be payable in cash. Where credit facilities have been granted payment will be due by the last day of the month following the month of delivery.
- 11.2 Where payment is not received in accordance with 11.1; above the Company reserves the right to charge interest on any overdue sums at the rate of two per cent per month of the invoice price from the due date until date of payment after as well as before judgement date.
- 11.3 The Company will allow at its absolute discretion discount for prompt settlement of accounts and the Company reserves the right to vary or withdraw such discount.
- 11.4 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim which the Customer may have or allege to have for any reason.
- 11.5 Without prejudice to the Terms hereof, if the Customer wishes to raise any queries concerning an invoice rendered by the Company to the Customer, the Customer must provide a written query to the Company's credit control within seven days of the date of the invoice.

- 11.6. If the Customer fails to give notice in accordance with 11.5 above concerning an invoice rendered by the Company to the Customer then the Customer will be bound to accept and pay the invoice accordingly

Health and Safety at Work

- 12.1 All Goods are sold subject to the requirements that the Customer by entering into these Terms shall give the following undertaking to the Company:

"We undertake to make available to those persons who will use these products at work all information concerning the products which we shall receive from the supplier or manufacturer and we further undertake to take measures to ensure that such information is utilised to ensure, so far as is reasonably practicable, that the product will be safe and without risk to health when properly used."

Hire Transactions

- 13.1 All hire transactions are additionally subject to the Company's conditions of hire, a copy of which will be supplied on request.

Installation

- 14.1 Where the Company has agreed to install the Goods, unless otherwise stated the Company assumes the installation is to be carried out at ground floor level or adequate elevators, lifts or hoists are provided by the Customer to move the Goods efficiently and safely to the place of installation and the Customer must ensure that:
- (a) adequate access of the relevant size for the Goods is provided
 - (b) the site is ready at the agreed time for installation to commence
 - (c) the programme of works allows for installation to be completed within normal working hours
 - (d) access to the site is available at the times necessary to complete installation
 - (e) The Company's installation will not be delayed nor interrupted
 - (f) adequate lighting heating and power supplies are provided
 - (g) carpets, furniture and other vulnerable items are protected; and
 - (h) a safe and appropriate working environment in accordance with the British Standard Code of Practice for safe working in occupied and unoccupied parts of the site is provided for the Customer's employees and agents.
- 14.2 If (in the Company's sole discretion) any of the above conditions are not met the Company shall be entitled (without prejudice to any other right or remedy it may have) to:
- (a) immediately suspend its obligation to install the Goods without liability on its part and if the above conditions are not met within a further 7 working days thereafter cancel its obligation to install and recover from the Customer all losses damages costs and expenses incurred including any claims by any Third Party; and/or
 - (b) charge the Customer for additional costs incurred in completing the installation including but not limited to travel and overtime rates for labour.
- 14.3 If the Company agrees to undertake the installation of Goods supplied by it, it will reserve the right to instruct or employ a sub contractor of its choice for that purpose.
- 14.4 The Company will not be responsible for faults resulting from the incorrect installation of equipment by the Customer, the Customer's representatives or agents. In such a case it is the Customer's responsibility to commission and test the installation and to arrange at the Customer's cost for any faults to be rectified.

Interpretation

- 15.1 These Terms shall have precedence over any other contractual documentation that the Customer may receive or enter into with the Company.
- 15.2 These Terms are personal to the Customer and they cannot be assigned by the Customer.
- 15.3 These Terms shall be governed and interpreted according to the Law of England and Wales and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts.
- 15.4 The headings in these Terms are for convenience only and shall not affect their interpretation.
- 15.5 The waiver by the Company of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
- 15.6 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.
- 15.7 The Customer hereby acknowledges that all intellectual property rights pertaining to any specifications, details and drawings prepared by the Company in conjunction with any quotation or acceptance of an order, and any subsequent data specifically provided to the Customer belong exclusively to the Company and shall remain exclusive property.
- 15.8 The Company accepts no responsibility, whether by reason of breach of contract, duty or in tort otherwise, for loss or damage to free issue materials or components supplied to it. Such materials or components are not insured by the Company and the Customer should therefore arrange adequate insurance cover.
- 15.9 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way these Terms.
- 15.10 If the Customer commits any breach of these Terms or becomes insolvent or commit an act of bankruptcy or if a Receiver or Administrative Receiver is appointed over any part of the Customer's business or property, then the Company may defer or cancel any further deliveries and treat the Contract of which these Terms form part as having been repudiated by the Customer, but without prejudice to any of the Company's other rights and remedies hereunder