

STANDARD TERMS AND CONDITIONS OF Grafi Styl SC

1.1. INTERPRETATION

"The Company" means Grafi Styl SC Hubert Biegański Michał Juniczak

"Customer" means any person whomsoever who engages II to supply the Products and/or Service

"Products" means the supply to Customers by the Company of furniture, equipments and related items

"Services" means the provision, from time to time, by the Company of, design solutions, installation services and technical support in relation to the Products and matters relating to the use and operation of the furniture and equipments generally;

"Order" means the Customer-generated action that authorises a purchase transaction for Products and/or Services.

"Order

Confirmation" The company-generated document which becomes a contract binding on the Customer and the Company. It sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment and other associated terms and conditions.

"Design Services" means provision of drawings, plans, designs, and all other design services supplied by the Company'

"these Terms" means these terms and conditions.

1.2 The singular includes plural and vice versa and any gender includes all Genders

1.3 The clause headings are inserted for ease of reference only and shall not affect the interpretation or construction of these Terms.

2 SCOPE OF THESE TERMS AND FORM OF AGREEMENT

2.1 These Terms shall govern any or all contracts and agreements entered into between the Company and the Customer

2.2 No addition to or variation of these Terms shall be binding upon the Company unless agreed in writing and signed by an authorized representative and/or contained in the Order Confirmation issued by the Company upon acceptance by it of the Order. No conduct either on the part of the Company, its officers, employees or agents shall be deemed to constitute acceptance of any terms put forward by the Customer.

2.3 By placing the Order with the Company, the Customer warrants that: A) the Customer is legally capable of entering into a binding contract; B) the Customer is at least 18 years old; and C) the information provided on the Order Confirmation is complete and accurate.

3 SUPPLY OF GOODS & SPECIFICATION

3.1 The Customer may place the order for Products in person, by phone or in writing, inc. e-mail. The Company shall issue a written Order Confirmation to the Customer, with detailed specification and description of the goods ordered.

3.2 Where an order is accepted by reference to Production Drawings the Company shall for the purpose of completing an order be bound to

complete an order in accordance with the Drawings and the Order Confirmation. The Production Drawings, will be submitted to the Customer for review and a written approval, prior to commencement of manufacturing.

3.3 Goods supplied in the execution of the Order Confirmation will be of merchantable quality and to the same general standard as those displayed to the Public in the Company's Showroom, but if necessary the Company may change the specification of Goods provided that they are not of lesser quality.

3.4 Any defect in Goods which comes to the Customer's notice must be reported immediately to the Company

i) Where necessary, the Company, its representatives and employees shall be allowed reasonable access to inspect items forming the basis of the complaint and if necessary reasonable access to remedy the same.

ii) On delivery and installation the Customer will be afforded a reasonable opportunity of examining the goods. Any alleged breaches relating to merchantable quality, fitness for the purpose or compliance with description shall be reported to the company immediately.

iii) If it has been agreed that there has been a breach the Company will be afforded the opportunity of repairing or replacing the Goods that are subject to the complaint so as to remedy the breach. For that purpose the furniture may be taken away for a period of time to perform remedial work off site.

3.4 The furniture will be constructed using either Plywood, solid wood, MDF or particle board material for doors, drawer fronts and fascia panels as specified on the Production Drawings and the Order Confirmation. All carcass material and internal shelving being supplied in particle-board, unless otherwise noted on Production Drawings.

3.5 Variations may occur in the colour and tones of materials, particularly in solid wood and veneered products or different materials, and may occur due to the composition of materials. The Company cannot guarantee the exact colour consistency throughout the range of materials used.

3.7 The Customer understands that s/he must ensure that works comply with planning consents or building regulations applying to the property. The Company does not accept any responsibility for this.

4 DELIVERY

4.1. Date of Delivery or date of installation shall not be construed as a fundamental term of an Order, unless clearly endorsed in writing on the face of the Order Confirmation by the Customer and the Company.

4.2. Delivery and installation dates are quoted in good faith at the time of placing the Order and are subject to availability of furniture and the current productions and installation workload.

4.3 The Company agrees that it will complete the works in a reasonable time subject to availability of materials and labour required to perform the agreements.

4.4 The Company shall be entitled to deliver the Products by installments and the Customer shall accept delivery by way of installments. In the event that one or more installments of the Products are proven to the Company

to be defective, the Customer shall not be entitled to reject the Products, which are delivered in a separate installment.

4.4 All deliveries of Products and installation must be signed for on a Satisfaction Note on completion of installation. All alleged damage to or faults in Products must be noted on the Satisfaction Note.

4.5 Customers agree that they will co-operate in providing access for the delivery and installation of goods. Where there are limited parking facilities outside the property it is the Customer's responsibility to organise the necessary permits or parking arrangements in order for Company's vehicles to deliver and install the furniture on the agreed date of installation.

4.6 The Company will give the Customer a prior notice of the intended date for delivery and installation of the Products. Where the delivery or installation on or about the due date is declined by the Customer, full payment becomes then due. Goods will be held for a further 28 days on a delivery/fitting paid basis, as appropriate. If the Customer fails to accept the delivery of the Products in the period of 28 days, the Company shall treat the such failure as a repudiation to the contract and shall be entitled to terminate the Contract with immediate effect and dispose of the Products as it thinks fit and recover from the Customer any contract sums unpaid, losses suffered and/or costs incurred as a result of the Customer's breach of the Terms.

5. INSTALLATION

5.1 Where an order includes installation, this will be carried out in a workmanlike manner and the Company agrees to take reasonable care and practical steps to minimize damage to your home during the Installation. Any failures in this respect by the Company will be rectified by refitting, if necessary.

5.2 It is the Customer's responsibility to have the site cleared for installation, have all electrical points re-positioned and to arrange for disconnection/re-connection and installation of electrical and AV units. The Customer agrees to remove and protect their own electrical equipment during the installation, and in no circumstances should the installers be made to undertake the handling of such equipment.

5.3 All wardrobes should be installed on bear floors. It is the customer's responsibility for taking up and re-fitting the carpets.

5.4 The Company cannot be held responsible for any damage to electric cable, conduits, pipe work or under floor heating elements not obviously visible, precisely marked or set too deeply in subfloors or plasterwork.

5.5 The Company cannot accept liability for any additional costs incurred and resulting from alternations instigated by the Customer subsequent to the initial survey, unless notified in writing to the Company prior to manufacture of the furniture and accepted by the Company in writing.

5.6 Where replacements are supplied by the Company in the course of execution of an Order including fitting, then the supply of such replacements will include also fitting.

5.7 No liability can be accepted for the damage to decorations or items not supplied by Inhouse during the Installation, unless reported to and agreed with the installers and clearly noted on the Satisfaction Note. Customers should note that it may be prudent to leave re-decoration until after

installation. Slight damage and cosmetic defects shall be the responsibility of the Customer. In case of fitted alcove shelves the Customer accepts the necessity to re-decorate the walls.

6 PAYMENT

6.1 The prices at which Goods are sold are those ruling at the date of an Order. These may be varied where delivery periods are extended at the request of the Customer by additional storage charges.

6.2 All prices quoted by the Company shall be exclusive of Value Added Tax, which shall be chargeable thereon at the applicable rate.

6.4 The Customer shall pay the price in installments as specified in the Order Confirmation as follows:

- i) Deposit is payable on all orders, representing no less than 30% of the Order value inc. of VAT. The deposit amount shall be agreed on case by case basis depending on the order value or Products specification;
- ii) Balance of the order value less retention amount of no more than 20% of the Order value is payable on or before the delivery of Products. If the payment is not received as due, the installation will not proceed and the Products delivered may be removed from the installation site;
- iii) The final balance is due on practical completion of the Order. No retention or set-off will be permitted under these Terms for minor imperfections or shortages valued less than 5% of the Order value.

6.5 The Customer shall pay all monies due to the Company under these Terms without any discount, deduction, set-off or abatement on any grounds.

6.6 Time shall be of essence in respect of the payment by the Customer for Products and in the event that the Customer fails to pay any sums due under these Terms timeously, the Company shall be entitled to: A) suspend any deliveries and performance of the Services to the Customer until such sums due are paid, B) charge interest on the whole monies due, or any balance thereof, outstanding from the date such monies became due and payable until such all outstanding sums due under the Contract are paid, at a rate of 4% above the Official Interest rates;

6.7 The Company accepts payment by Cash, Cheque or electronic funds transfer BACS.

7 RISK AND TITLE

7.1 The Products will be at the Customer's risk from the time of delivery, notwithstanding any installation being carried out on the Customer's premises.

7.2 The Products shall remain the Company's property and title to the Products remain with the Company until the Customer has paid in full all sums due under the contract, including delivery and installation charges. Until such time, the Customer shall hold them as the Company's fiduciary agent and shall store them in such a way that they can be identified as the Company's property and keep them separate from the Customer's own property.

7.3 Although the Products remain the Company's property until paid for in full, they shall be at the Customer's risk from the time of Delivery and the Customer shall insure them against loss or damage accordingly and shall hold the proceeds of such insurance on behalf of the Company as a trustee.

7.4 The Customer's right to possession shall cease if:

- i) the Customer has not paid for the Products in full by the expiry of the credit period permitted by the Company;
- ii) the Customer becomes either bankrupt or makes any proposal to his creditors for a composition or voluntary arrangement;
- iii) a receiver or a liquidator is appointed in respect of the Customer's business.

7.5 On cessation of the Customer's right to possession of the Products the Customer shall, at its own expense, make the Products available to the Company and allow the Company to repossess them.

7.6 The Customer hereby grants the Company, his agents and employees an irrevocable consent to enter any premises where the Products are or maybe stored, in order to repossess or inspect them at any time.

8 CANCELLATION

8.1. The Customer may cancel the Order in writing within 7 days of the date of the payment of the Deposit. The Company shall return the Deposit monies advanced after making a deduction for costs incurred up to the date of cancellation, including but not limited to: a site survey costs, production drawings and design service, cost of materials acquired etc.

8.2. Where the Customer cancels the Order after 7 days from the date of the receipt of the deposit, the Company may forfeit the deposit and/or claim damages for breach of contract.

8.3 If the Customer fails to comply with the Terms as to the payment the Company may cancel an Order and its option forfeit the deposit and/or claim damages for breach of contract.

9 GUARANTEE

9.1 The Company guarantees parts and materials for 5 years and labour for 1 year from the date of installation.

9.2 Where goods are substantially defective by reason of manufacturing fault or installation, the Company agrees that it will replace them without charge within 1 year from installation and at a labour only charge during the subsequent 4 years provided that the goods are faulty and that the fault arose from manufacture or installation of the goods.

9.3 Damage due to accident or misuse and faults or premature deterioration resulting from the Customer's failure to carry out reasonable maintenance are not covered, together with any consumables such as light bulbs, low voltage transformers, pull down bed mechanisms and mattresses, by this guarantee.

9.4 The Company will not issue guarantees until the Customer has made payment in full.

10 LIMITATION OF LIABILITY

10.1 The Company will only be responsible for any losses the Customer suffers as a direct consequence of a breach of these terms and Conditions if the losses were reasonably foreseeable to both parties when the Order was placed and a directly attributable to any act, error, omission, neglect or default on the part of the Company.

10.2 The Company will not be responsible for any indirect or consequential loss, including loss of profits, revenue, contracts,

anticipated savings, damage to goodwill and /or reputation or loss of future business. Notwithstanding any provision of these Terms, we do not exclude or limit liability for A) Death or Personal Injury caused by the Company negligence or that of the Company officers, employees or agents; B) Fraud or fraudulent misrepresentation; C) Any liability which is not lawful to exclude.

10.3 In respect of any Services offered to any Customer upon their request, the Company excludes all liability, whatsoever and whosoever arising to that Customer, in respect of the accuracy, suitability, quality or completeness of any information, advice or such other form of support Services offered to the Customer and the Customer acknowledges and accepts all risks associated herewith.

11. FORCE MAJEURE

11.1 The Company shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract, that is caused by events or circumstances outside our reasonable control. The Company will as soon as practicable give the Customer notice of the reason for delay or hindrance.

11.2 The Company's duty to deliver the Products or the Services shall be suspended for as long as the circumstances amounting to Force Majeure continue.

12. INTELLECTUAL PROPERTY

12.1 The Customer shall not be entitled to use or copy any trade marks or copyright works or designs or any other intellectual property either registered, owned or used by the Company without the prior consent of the Company.

12.2 The Company shall have the right to photograph the Products on Customer's premises and use the photographic material for marketing and promotional purposes in their website and other media.

13. GOVERNING LAW AND JURISDICTION

13.1 The Company strives to prevent disputes with Customers and prides itself on Customer care. However in the unlikely event of any dispute, which cannot be resolved otherwise, any questions concerning the construction, meaning or effect of these Terms or any dispute as to the rights or liabilities of the parties under these terms shall be referred to arbitration, which the Company and the Customer acknowledge and agree shall be governed by the Arbitration Act 1996.

13.2 These Terms and Conditions and the contract shall be governed by and construed in accordance with English Law and the English Courts shall have non-exclusive jurisdiction over any dispute, which may arise.