

Terms and Conditions for the Purchase of Goods and returns and warranty policy

Returns Policy / Box sets

Our standard returns policy for items bought is 30 days from ordering online.

If the item is unused, in its original packaging and accompanied by a valid proof of purchase, we'll offer a full refund. The refund will be transferred back to the consumer only when the products have been returned at the consumers cost. The products must be re saleable, and the packaging must be in good conditioned.

Upon inspection of goods if the goods require re packaging there will be a 20% packaging charge of the total order amount. This does not affect your statutory rights.

Cancellation Rights / Box sets

You have the right to cancel your order at any time up to 14 calendar days after the day on which you receive the products you ordered. You are reasonable to return the goods to the address the goods were dispatched from at your own cost on box set items only.

Bespoke orders / TCO

If an order is cancelled prior to production being started on bespoke made to measures orders, there will be a 30% re stocking charge which is chargeable on the overall order value. If Your order has already gone into production on bespoke orders, Unfortunately we are not able to offer a refund.

Warranty

We offer 12 months warranty on all board material and cubicle hardware fittings. We cannot offer refunds on board material where any panels have come in direct contact with water. Cubicle panels are not water resistant. Cubicle sets are for dry room environments, internal use only. Cubicle fittings are SAA finish and again for internal use only and are not water resistant.

Terms and Conditions

1. INTERPRETATION

1.1 Definitions:

“Business Day”: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“Conditions”: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

“Contract”: the contract between the Customer and the Supplier for the sale and purchase of

the Goods in accordance with these Conditions.

“Customer”: Cubicle warehouse ltd (registered in England and Wales with company number whose registered office is at Unit 2 Brighton Mill, Spencer Street, Oldham, England, OL1 3QF

“Delivery Date”: the date specified in the Order.

“Delivery Location”: the address for delivery of Goods as set out in the Order or such other address as notified by the Customer to the Supplier.

“Goods”: the goods (or any part of them) set out in the Order.

“Mandatory Policies”: the Customer’s business policies (if any) provided to the Supplier by the Customer as amended by notification to the Supplier from time to time.

“Order”: the Customer’s order for the Goods, as set out in the Customer’s online order or by email.

“Supplier”: the person or firm from whom the Customer purchases the Goods.

1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (c) a reference to writing or written includes emails; and
- (d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Order; and/or
- (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon,

delivered with or
contained in any documents of the Supplier that is inconsistent with these Conditions.

2.5 Each party shall appoint a Representative to deal with any matters relating to the Contract and the details shall be set out in the Contract. Either party may change the chosen Representative upon written notice to the other party at any time.

3. CALL OFF

3.1 The Customer shall have the right at any time to notify the Supplier that it wishes to purchase the Goods on a call off basis. The Contract will set out the quantity and description of the Goods to be made available for call off, the period within which the Goods are to be available for call off, the price of the Goods to be purchased on a call off basis and the agreed payment terms.

3.2 In the event that the Goods the subject of the call off become genuinely unavailable after the Supplier has accepted and/or confirmed the Customer's Order and is contractually bound, the Supplier shall offer the Customer the replacement model or equivalent substitute goods at no additional cost to the Customer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods it replaces. It shall be the Customer's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Customer rejects the replacement model or equivalent substitute goods, the Supplier's failure to deliver in accordance with these Conditions shall be deemed a default and the provisions of clause 6 shall apply.

3.3 If the Supplier becomes aware that there is, or there is reasonably likely to be a delay in the delivery of the Goods the subject of call off:

(a) it shall:

(i) notify the Customer as soon as practically possible and no later than within two (2) Business Days from becoming aware of the delay or anticipated delay; and

(ii) include in its notification an explanation of the actual or anticipated impact of the delay; and

(iii) comply with the Customer's instructions in order to address the impact of the delay or anticipated delay;
and

(iv) use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

3.4 The Supplier shall not be entitled to increase the price for the Goods the subject of call off at any time during the call off period.

3.5 The Supplier shall not be relieved of its obligations under this clause 3 as a result of:

(a) changes in any law or regulations;

(b) any dispute between the Supplier and the Customer;

(c) any failure by the Customer to pay the agreed price for the call off Goods, on the agreed due date for payment.

3.6 The provisions of this clause are without prejudice to the remainder of these Conditions which, save as otherwise agreed in the Contract, shall apply to the Goods the subject of the call off and, the Supplier shall continue to fulfil its obligations under these Conditions in relation to the supply of those Goods.

4. THE GOODS

4.1 The Supplier shall ensure that the Goods shall:

(a) correspond with the description and any specifications set out in the product literature of the Supplier in force at the date of the Order;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

(c) where they are manufactured products, be free from defects in design, material and workmanship; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

5. DELIVERY

5.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2 The Supplier shall deliver the Goods:

(a) on the Delivery Date;

(b) at the Delivery Location; and

(c) during the Customer's normal business hours, or as instructed by the Customer.

5.3 Delivery of the Goods shall be completed on the completion of unloading the Goods (or loading if the Customer has agreed to collect the Goods) at the Delivery Location.

5.4 If the Supplier:

(a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

(b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods;

5.5 If the Supplier delivers up to 5% more or up to 5% less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent or where the parties have agreed that the Goods shall be purchased on a call off basis. Where it is agreed that the Goods are to be delivered by instalments (including call off), they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.

6. REMEDIES

6.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause

4.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the

Customer may exercise any one or more of the following remedies:

(a) to terminate the Contract;

(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6.3 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. TITLE AND RISK

Title and risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 5.3.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order or in relation to Goods the subject of call off, as agreed in the Contract, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

8.2 The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) includes the costs of packaging, insurance and carriage of the Goods.

8.3 No extra charges or proposed increases in prices shall be effective unless agreed in writing with the Customer.

8.4 The Supplier may invoice the Customer for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery.

8.5 The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

8.6 The Customer shall, unless an earlier date is agreed in exchange for a valid discount or, any later date is agreed between the parties, pay correctly rendered, undisputed invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.7 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier. The Supplier may not at any time set off any liability of the Customer against any liability to the Customer without the consent in writing of the Customer.

9. INDEMNITY

9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

(a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent

that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

10. INSURANCE

During the term of the Contract and for a period of 7 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance of a sufficient amount to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. CONFIDENTIALITY

11.1 A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be

disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 This clause 11 shall survive termination of the Contract.

12. Compliance with relevant laws and policies

12.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations from time to time in force; and
- (b) comply with any Mandatory Policies.

12.2 The Customer may immediately terminate the Contract for any breach of clause 12.

13. TERMINATION

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of it being notified in writing to do so;

(b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 20 Business Days written notice to the affected party.

15. GENERAL

15.1 Assignment and other dealings

(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer which may be subject to such conditions as the Customer deems necessary or appropriate.

15.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own and shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of any acts or omissions of a subcontractor.

15.3 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

15.5 Waiver. Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

15.8 Third party rights. No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

15.9 Governing law. The Contract, and any dispute or 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 law of England and Wales.

15.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation

Oakwood Interiors Ltd Group

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Cubicle warehouse

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