

## TERMS AND CONDITIONS OF SALE

### 1. General

All quotations are made and orders accepted upon these terms and conditions only unless agreed in writing by Abstract Office Interiors Ltd ("the Company") and no alterations or additions shall apply unless the same are agreed in writing between the parties.

### 2. Specification

All goods supplied in accordance with any specification of estimate issued by the Company shall be in accordance with that specification and as such save that:

- (a) The Company reserve the right to substitute goods of a like quality and specification provided that the same shall not be of greater cost to the client unless the client agrees to same in writing.
- (b) Any materials left upon site after the installation shall have been completed shall be removed by the Company if it so desires.

### 3. Payment & Title

Payment shall be made upon delivery of all items save where credit terms have been agreed by the Company when payment shall be made within 28 days of invoice date.

Any specification or estimate which shall be accepted by the client shall be conditional upon the Company receiving payment for the items delivered.

On all contracts involving labour in erection or installation of materials the Company will be entitled to invoice and receive payment for 85% of the total quoted price for the completed contract upon delivery of the goods (or pro rata in the case of part delivery), the remaining 15% to be invoiced upon completion of the total contract.

Overdue accounts will bear interest at 4% over National Westminster base rate as well after action as before.

Until full payment of any invoice (or in the case of part delivery until full payment for all the goods supplied under any contract) the property and ownership in all goods delivered into the possession of the client will remain in the Company and the client shall only be a bailee of such goods on behalf of the Company and the goods shall be held in the Company's order by the client until full payment is received as aforesaid. If the goods shall be disposed of by the client before full payment as aforesaid then this condition shall attach to the proceeds of sale of the goods without prejudice to any claims by the Company against the client in respect thereof.

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#### **4. Dispatch**

Time shall be the essence of this contract subject to clause 10 hereof. All contracts accepted by the Company or the client are conditional upon the goods being in stock and available upon such acceptance.

#### **5. Delivery**

- (a) The purchaser shall assume the risk, as a bailee for value, of all materials and equipment delivered by the Company into the custody of the client, from the time of delivery to the client or his servant or agent until the same shall be removed from his custody.
- (b) Any materials or equipment of the Company that shall become lost or damaged whilst in the custody of the client (unless such cost or damage is caused by the Company, its servants or agents) shall be the responsibility of the client who hereby indemnifies the Company in respect of all actions, claims or demands in connection with such loss or damage and undertakes to replace such damaged or lost materials or equipment.
- (c) The client shall be responsible for the off loading of all materials and/or equipment delivered to the client.
- (d) The client shall sign a delivery note for all items of materials and equipment delivered into his custody.

#### **6. Obligations of the Purchaser**

On all contracts involving labour for erection or installation of materials the following shall be provided by the client:-

- (a) Physical access to the site where the work is to be carried out (“the Site”) during the hours of 8.00 a.m. – 5.00 p.m. during weekdays.
- (b) Covered and secure waterproof accommodation near to the site for storage of materials and equipment.
- (c) Free and uninterrupted vehicular access to and from the site together with parking facilities for at least two vehicles belonging to the Company, during the above hours.
- (d) Uninterrupted facilities to carry out the work at the site during the above hours.
- (e) All necessary labour to dispose of rubbish or materials not required to be kept by the Company upon completion of the contract.

- (f) A site where all preparatory work to be undertaken by the client have been completed and an unobstructed area around the site, the same to be clear and to have level and even flooring capable of supporting the installation or materials.
- (g) A continuous supply of electricity (at the client's cost) sufficient for the Company's requirements.
- (h) Where requested by the Company the use of a fork lift truck or other lifting device approved by the Company at all times when required.
- (i) Sufficient health, welfare and safety facilities suitable to comply with statute law.
- (j) All permissions, consents, data, plans, drawing and information as the Company may reasonably require.

If any of these requirements shall not be provided and the same shall cause direct loss to, or expense incurred by the Company, then such sum payable shall become payable by the client in addition to the contract price and shall be payable upon the final invoice being issued.

## **7. Approvals**

The client shall, unless the Company undertakes the same, apply for and obtain all necessary permissions, consents and licences in connection with the goods supplied by the Company or the installation or erection thereof and shall confirm to all conditions in connection therewith and shall keep the Company informed as to any such conditions and further the client hereby indemnifies the Company against all actions, costs, claims and demands in connection with the non-observance or non-performance of any condition of the failure to obtain any necessary permissions, consents or licenses in connection with the goods supplied.

## **8. Guarantee**

In addition to all rights conferred by statute or common law the Company at its option will repair or replace any goods found to be defective through no fault of the client provided that in the case of new goods this offer shall be for a period expiring 6 calendar months from delivery and in the case of reconditioned or refurbished second user goods for a period expiring 3 calendar months from delivery. In the case of goods other than these, these are warranted and shall be accepted as defective goods.

## **9. Alteration or Misuse**

The Company shall not be liable for claims in connection with any goods which shall have been installed or erected by the client, his servants or agents, or shall have in any way been modified, altered, dismantled by the client, his servants or agents.

## **10. Limit of Liability**

The Company shall not be responsible for any direct or indirect loss to the client caused by war or civil strife, strikes, lockouts and industrial disputes, fire, explosion, earthquake or other Act of God, inclement weather, the unavailability or late delivery by the supplier or manufacturer of any goods agreed to be supplied to the client, any inability to secure labour or the non-compliance of the client with any matters set out in clause 6 hereof.

## **11. Definition**

Where the client is referred to as “he”, this shall include both male and female and bodies corporate and the singular shall include the plural and all obligations where the context so permits shall be joint and several.