Chairs Ltd. T/A
COACH HOUSE
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# Terms & Conditions
**October 2026**

**1. DEFINITIONS:**

1.1. "The Seller" or "Coach House" means CHAIRS LTD T/A COACH HOUSE.

"The Buyer" means the person, partnership, firm or company which places the order with the Seller.

"The Goods" means the article, things or items described in the order.

"The Order" means the order placed by the Buyer for the supply of the Goods.

"The Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 1.2.

"The Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

"Force Majeure Event" has the meaning given in clause 17.

"The Manufacturer" means the person, firm, or company who manufactured the Goods supplied by the Seller under the Contract.

"The Website" means the website operated by the Seller.

1.2. The Seller reserves the right to change these terms and conditions from time to time without notice to the Buyer and the changes will take place on the day they are posted. Any such changes will be posted on the Seller's website.

**2. TRADE ACCOUNTS**

2.1. The Seller is a trade only supplier and requires evidence of business trading before supplying any potential Buyer. The Buyer must provide documentary proof (eg Commercial property lease, Vat Certificate, Business invoices, etc.), as well as a fully completed Coach House trade application, which can be found on the Seller's website www.coachhouse.com

2.2. The Seller reserves the right to reject any application it considers is not from a 'bona fide' trade Buyer.

2.3. The Seller reserves the right to cancel trade accounts without notice.

2.4. The Seller reserves the right to change prices without notice.

**3. PURCHASE OF PRODUCTS**

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

3.2. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer shall ensure that the terms of the Order submitted by the Buyer are complete and accurate.

3.3. The Order shall only be deemed to be accepted when the Seller accepts the Order, at which point the Contract shall come into existence.

3.4. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

3.5. Any samples, drawings, descriptive matter, or advertising issued by the Seller and any descriptions or illustrations contained in the catalogues or the Website of the Seller are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3.6. The Seller requires an annual minimum spend of £5,000.00 on all trade accounts. Accounts that fall below this value will be revoked and the account closed.

3.7. When the Buyer places an order for items that are in stock, the stock will automatically be allocated to such Order and held for a maximum of 14 days. Orders placed for items that are out of stock will be kept on record on the Buyer's Coach House trade account, and the items will then be ordered in for the Buyer from suppliers.

3.8. All products within our "Unique range" are classified as one-off items. Accordingly, these purchases require full payment, with a dispatched date within a month, at time of payment. These products may not be allocated without full payment.

3.9. The Seller offers a direct container service for Buyers who wish to order items produced in a particular factory. For Buyers who have the capacity to take deliveries of containers, possible savings may be made. Please contact the Seller for further details.

**4. PRODUCT DESIGN AND CHARACTERISTICS**

4.1. Subject to clause 3.5, the Goods are as:-

(a) described by the Seller in any catalogue of the Seller; or

(b) described on the Website; or

(c) inspected by the Buyer at the Seller's premises; or

(d) described orally by the Seller at the request of the Buyer.

4.2. In the event of errors regarding price or description, the Seller will notify the Buyer as soon as possible and provide the Buyer with the option to either proceed with a revised Order at the correct price/description, or to cancel the Order. In these circumstances the Seller's liability shall be limited to providing a full refund of monies paid.

4.3. In purchasing Goods from the Seller on these Conditions, the Buyer is deemed to acknowledge that it does not rely upon the skill or judgement of the Seller or of its employees or agents as to matters connected with the Goods.

4.4. The Seller may occasionally alter or slightly change the design of items. It cannot accept these as faults. The majority of the Seller's furniture is hand crafted and therefore sizes are only offered as a guide. The Seller reserves the right to change specifications without prior notice.

4.5. Where Goods and / or related ancillary materials are developed by the Seller or created jointly by the Seller with the Buyer all intellectual property in such goods will vest in the Seller

**5. IMPORTANT PRODUCT INFORMATION**

5.1. To avoid any misunderstandings the Seller considers that it is important to advise all its customers, old and new, what they should expect from Coach House products. The Seller prides itself on providing exciting ranges of unusual design-led products, which provide a "wow" factor for all its customers.

5.2. Many of the Seller's products are hand-made or hand-finished. This is how they are intended, and the resultant variable finish is what helps to sell the product and set it apart from the mass-produced items to be found in Multiples.

5.3. Hand-blown glass will have bubbles and / or slight colour variations. Hand-made ceramics will vary slightly in shape and / or size. Hand-applied ceramic glazes, especially the clever reactive glazes that the Seller often uses to create special effects will have firing marks or glaze bubbles or glaze runs. These effects can be seen on the products when the Seller exhibits on its show stands. These items are not in any way faulty it is how they are intended to be.

5.4. The Seller must point this out to the Buyer because it wants all its customers to get complete satisfaction from the Seller's ranges and occasionally some of the Seller's newer customers are not aware of or don't know what to expect from hand-finished items.

**6. PAYMENTS**

6.1. Payment is strictly Pro-forma. All Buyers are required to pay pro-forma by either debit/credit card or bank transfer or electronic payment (unless a prior arrangement has been agreed with the Seller). If payment has not been made once the delivery vehicle is on route, the Goods will not be delivered, and an aborted delivery charge will be levied for cost of dispatch and transport. If a confirmed delivery is aborted at the request of the Buyer, the same charge will be applied. The value of the charge will be 20% of the total order value (20% restocking fee). Banker's details are shown on the invoice or available on request. The Seller accepts all the major credit and debit cards except American Express.

6.2. Orders to the value of £3000.00 or more will require pre-payment in full, prior to dispatch, unless otherwise agreed.

6.3. The price of the Goods shall be the price set out in the Order or in the Seller's written acceptance of the Order, or, if no price is quoted, the price as previously notified to the Buyer.

6.4. The price of the Goods is exclusive of amounts in respect of value added tax (VAT).

6.5. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

6.6. Deposits may be requested for orders exceeding standard quantity levels or above a certain value. Such deposits will be treated as non-refundable should orders be cancelled at a late date.

**7. DELIVERIES**

7.1. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

7.2. The Seller's minimum invoice value for delivery in UK and Ireland (apart from the Scottish Highlands some areas of Ireland and Northern Ireland) is £500.00 + vat (subject to account type). Excluded areas may require a minimum invoiced value of £1500 + vat. This term applies to (what the Seller considers to be) normal outlets/shops within the trade. For non-retail Buyers i.e. Interior Designers, Hoteliers, etc. a minimum order value of £1500 + vat applies. Property Developer accounts are required to reach an initial order of £5000 + vat and a minimum order value of £1500 + vat is required for all subsequent orders.

7.3. The Buyer's premises must have good road access which facilitates the manoeuvre of a 45' articulated vehicle to within close proximity of the delivery point. The drivers are unaccompanied and may require assistance with unloading.

7.4. The Seller's Insurance only covers delivery to the Buyer's door and does not extend to moving items inside the Buyer's property. The Seller will not be liable for any damage caused by drivers carrying stock into the Buyer's premises. Drivers will remain with their vehicle and will not leave the vehicle unattended.

7.5. In the event that the Buyer fails to unload the Goods within 1 hour of their arrival at the Buyer's premises or such other destination as notified to the Seller at the time of placing the order, the Buyer shall be liable to the Seller for the additional costs incurred by the Seller. The Seller shall not be liable to the Buyer for any damage or loss arising directly or indirectly from any delay in delivery.

7.6. All of the Seller's vehicles operate a multi-drop facility, therefore it is not possible to state an exact delivery time, but the Seller can usually inform the Buyer of the day and whether am or pm. All drivers maintain constant communication with head office; therefore, the Seller can give the Buyer up to date information, whilst the vehicle is on route.

7.7. The Seller will not deliver to the Buyer at a private/residential address unless in exceptional circumstances where the access is good and/or to do so is beneficial to the Seller.

7.8. Unless otherwise agreed in writing, any delivery times specified by the Seller in its quotation or otherwise, are business estimates only and the Seller will not be liable to the Buyer for any loss or damage (whether direct, indirect or consequential) sustained by the Buyer as a result of the Seller's failure to comply with such delivery times.

7.9. The Seller shall have the right to cancel or to reduce the volume of Goods delivered if it is prevented from or hindered in delivery of the Goods through any circumstances beyond its control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage.

**8. INTERNATIONAL SALES AND CUSTOMERS BASED OUTSIDE OF THE UK**

8.1. The Seller will deliver to any designated shipper within mainland UK or pre-arranged orders can be collected from the Seller's main warehouse in Lancashire. The minimum invoice value is £500 + vat. All delivery/freight costs after UK delivery are to be borne by the Buyer. For large orders the Seller can pack and load full containers on site. All containers, transport costs, etc, are to be the responsibility of the Buyer. Palletized export orders that require extra packaging will incur an extra charge as follows: - 10% up to £1000, 7.5% £1000 to £5000, 5% £5,000 and above, unless previously negotiated with the Seller. If Export packaging is not requested all Goods will be dispatched in ordinary packaging and any other protection will be presumed to be the responsibility of the designated Shipper. Banker's details and swift transfer details are available on request. To be eligible for VAT zero-rated invoicing evidence or proof of Export **must be provided** prior to or within 28 days of shipment.

8.2. All deliveries to destinations outside the UK (if applicable) may be subject to import fees, duties and taxes, which are levied by the importing country at the time the delivery arrives in the Buyer's country. Any applicable fees, duties and taxes and any additional charges for customs clearance will be payable by the Buyer. The Buyer must comply with all applicable laws and regulations of the country to which the Goods are to be delivered. It is the Buyer's responsibility to ensure the importation of

the Goods ordered is permitted in the country the Buyer specifies for delivery. This may cause delay in delivery for which the Seller will not accept any responsibility.

**9. RETURNS, DAMAGES/DISCREPANCIES UPLIFTS**

9.1. The Buyer must inspect the condition of the Goods immediately upon receipt and report in writing within 7 days (including Saturday and Sunday) from such inspection, via the Sellers website returns form, any damaged Goods or discrepancies in Goods. If the Buyer fails to give such notice the condition of the said Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the same accordingly. The Buyer must keep the packaging intact when unwrapping the Goods. This is essential in preventing the Goods being damaged on return. Under no circumstances can the Seller accept returns that do not have their original packaging.

9.2. The Seller is unable to accept returns for items that have not been delivered by Coach House. The Seller will not be held responsible for any damage incurred via a third-party carrier/courier including Buyer's own transport. All Goods must be checked within 7 days (including Saturday and Sunday) before transporting on to the end user. The Seller will not accept items returned for credit (except for manufacturing faults) when the Buyer has used a third-party carrier to collect or deliver goods. It is recommended that the Buyer ensures any transport companies, collecting or delivering on the Buyer's behalf, have the necessary insurance in place.

9.3. Goods are not accepted by the Seller for return from the Buyer without the prior consent of the Seller.

9.4. All delivery notes must be signed, and name printed by the Buyer and the driver delivering the order. In the event that the quantity of Goods delivered falls short or exceeds the quantity specified on the delivery note, the actual quantity unloaded shall be recorded on the delivery note and countersigned by the Buyer and the driver delivering the Goods, who shall also record the quantity delivered on both copies.

9.5. If Goods are to be returned the Buyer must request an uplift in writing via Coach House website within 7 days (including Saturday and Sunday) of receipt, giving notice to the Seller that the Goods (or any part thereof) will be ready for collection. The Seller will arrange for collection on the next available order delivery. The Goods must be returned in the original packaging (or packaging of a similar nature for Goods with manufacturing faults) eg. bubble wrap and cardboard.

9.6. All items to be returned must be packaged in original packaging (save for Goods with manufacturing faults) and ready for uplift when the driver arrives at the Buyer's business premises. Drivers will refuse to uplift any items that are deemed to be inadequately packaged.

9.7. Only two separate attempts will be made to uplift return items. If the items are still not available, the Buyer's uplift request will be cancelled, and no credit will be issued.

9.8. All returned Goods are subjected to a full Quality Control inspection before any decision regarding refund is made. The Seller has the final say on whether an item is defective or not. The value of the refund issued to the Buyer is at the Seller's discretion and each case will be considered on its own merit. When the decision to refund has been made a Credit Note will be issued on the Buyer's Coach House trade account.

**10. CANCELLATIONS**

10.1. Contracts are not subject to cancellation without the Seller's written consent. Where cancellation is accepted, the Seller shall in addition to any express terms of cancellation be entitled to reimbursement of any costs incurred by the Seller in connection with the contract.

10.2. All Orders must be cancelled in writing via email. Orders can only be cancelled prior to despatch. Once the Goods have left Coach House the full delivery and returns costs will be incurred in the event the Seller accepts a late cancellation.

10.3. The Buyer will be charged £20.00 minimum or 20% for any items returned to stock at the Buyer's request. NB. No goods will be accepted for return beyond 60 days from the date of invoice.

10.4. The Seller may terminate the Contract if the Seller is unable to fulfil the Order. In the event of such termination, the liability of the Seller shall be limited to refunding any payments made by the Buyer pursuant to the Contract.

**11. SHOWROOM VISITS**

11.1. The Coach House showrooms are open, by appointment only, Monday-Friday, from 8am – 5pm. Buyers are encouraged to visit the showrooms, but as this is a very busy working environment, no-one under the age of 16 will be permitted entry.

11.2. Showroom access is only given to customers with a valid Coach House account. Each Buyer visit to the Seller's showrooms will be restricted to two people per company and the nominees must be named on the Coach House account as a buyer at the time of visiting. Any changes to nominated buyers must be authorized by the Seller prior to any visit. The Seller reserves the right

to refuse entry to any Buyer if not notified in advance of any changes to the Buyer's nominated buyers. As a responsible wholesaler the Seller makes every effort to ensure its products are being purchased for commercial use only.

11.3. A collection facility is in operation at Coach House; minimum purchase is £400 + vat (subject to Account type). If same day collection is required, this must be requested at the time of the showroom visit booking and is subject to availability. Collections of goods valued at £10,000 and over can only be arranged Monday to Wednesday. An Express Delivery Service (24-48 hrs) is also provided by a Preferred Partner – see website for full details: https://coachhouse.com/deliveries. No minimum order value applies when using the Express Delivery Service. A discount of 2.5% is applied to any order that is collected from Coach House.

11.4. No food and drinks are to be brought into the showrooms at any time, but coffee, tea and some light refreshments are supplied and are situated in the Bistro area on the 1st floor, for the convenience of visitors.

11.5. It is the Buyer's responsibility to inform its members of staff, couriers or any other third-party company making collections or visiting site on its behalf, of the Coach House Site Safety arrangements, prior to their deployment- see website www.coachhouse.com for downloadable copy.

11.6. The Buyer will be charged £20.00 minimum or 20% for any items remaining uncollected 24 hours after picking or items returned to stock at the Buyer's request.

11.7. Product photography is permitted in the Showroom but sharing such imagery on social media or online is not permitted. The Showrooms are a commercial space and any imagery taken is for personal use only.

## 12. PRODUCT MARKETING

12.1. Selective Distribution

The Seller provides high quality products to its Buyers and requires them to maintain the highest standards which reflect the premium nature of the sellers' goods. For this reason, the Seller is careful to ensure that prospective Buyers are appointed on the basis of their ability to meet quality criteria in accordance with the requirements of this clause 12 and of the Sellers Prospective Customer Guidelines

12.2. Contact Information

All Coach House customer account holders must have their contact phone number and full postal address clearly visible on their website.

12.3. Brand Identity

To avoid confusion between the identity of Coach House and the identity of its customers, the identity of the Seller's customers must always be clearly visible on their websites and associated social media platforms. Under no circumstances may the Coach House trademarks, product photos, lifestyle imagery, style impressions or any other expressions designed and owned by Coach House be used in such manner as to create confusion on the part of visitors to the customer's website regarding the identity of the website.

12.4. Photography

The Seller owns the copyright in the product images (Product Photos) and images with style impressions (Lifestyle Imagery) that are used by the Seller in its promotional material and on its website. The Seller may provide Product Photos or Lifestyle Imagery for use with the Buyer's marketing literature including third party PR but the Seller's Lifestyle / Room shot settings MUST NOT be used on any of the Buyer's websites, internet pages or any other marketing material. Furniture ranges identified by a "water marked" picture may carry marketing restrictions. The Buyer must contact Coach House head office in advance of designing a website which includes any Coach House product. In appropriate instances, use of some Product Photos or Lifestyle Imagery may be allowed at the sole discretion of the Seller. All such imagery must be removed within a month of accounts being terminated.

12.5. Range Names/Product Codes

(a) The Buyer MUST NOT use Coach House Furniture Range names or Coach House product codes in any of its marketing material. Range names such as: Astor, Belfort, Berkley, Brooklyn, Imperial, Linear, Middleton, Morton, New Jersey, Ribchester, Soho, Wellington, Antoinette, Belgravia, Fayence, Grosvenor, Hampshire, Kensington, Mayfair, Wexford, Wiltshire, Antibes, Argentine, Chateau, Faubourg, Fontainebleau, Honfleur, Moulin Noir, Portofino, Tiffany, Versailles, Jaipur and Terrano, (and any new ranges not quoted) will not be available for use on the Buyer's websites.

(b) The Buyer MUST NOT use the Seller's product / item codes or any abbreviation of them for any marketing purposes. The Seller does not promote its company name as a brand and does not permit the Buyer to do so. The Buyer must not use the Coach House name or any abbreviation of it, to promote products.

(c) The Buyer's products must not be searchable through any major search engines by product code (SKU) alone including use of the product Code / SKU within the disk file name of the image or embedded within the metadata of the file.

12.6. Advertising and Promotions

(a) The Seller does not permit any Buyer/Retailer to advertise or promote any Coach House products on eBay, Amazon, Etsy or other Multi Retailer selling websites, with the exception of (including but not limited to) Not on the Highstreet. Branding the Goods as Coach House is not permitted, see 12.3 above.

(b) Whilst Social media sites can be used for advertising using the Buyer's own imagery of products, selling through these platforms using any form of Coach House imagery is only permitted on the "shopping" feature of Social Media sites if such imagery is associated with the buyers own lifestyle image on the "homepage" of the account. To confirm, the thumbnail image may only be used as the secondary image within the social media feature, not on the homepage and not unless the primary image is the buyers own. Accounts found to be selling via these sites using Coach House lifestyle imagery or thumbnail imagery, without the above exception, will have their trading terms revoked and their Coach House trade account closed.

(c) The Seller does not permit any Buyer to advertise or promote any Coach House products with the use of AI-generated and/or composite imagery on any digital platforms including websites and social media sites. The use of digital AI tools to enhance and/or make minor adjustments to a unique, original image may be permitted as long as the edited image maintains the integrity and accuracy of the original image and product. The Seller's decision on any enhancement or adjustment shall be final.

(d) The Buyer must not stimulate the sale of the Seller's products in a manner that may damage the image or reputation of Coach House. The Seller's products should not be promoted through nonconformist expressions such as brightly coloured advertising notices and flashing banners.

12.7. Seller Guidelines

(a) If an account is approved to carry the Seller's products offline in a physical bricks and mortar store environment, this does not automatically extend to approval of the Buyer's associated digital or mobile environment, nor does access to a Coach House account entitles the Buyer to access the Seller's full product range. It is at the Seller's discretion as to which products will be available for sale within each platform. The Buyer's digital or mobile platform must be approved via a separate assessment. For further details, please refer to 'Seller guidelines' or contact the Seller's office.

(b) The extent to which Coach House products are presented on the website of the customer must be proportional to current business volumes of Coach House products.

(c) Any action taken by the Buyer which may negatively impact on the reputation or image of the Seller may result in the termination of the account.

**13. TITLE AND RISK**

13.1. The risk in the Goods shall pass to the Buyer on completion of delivery to the Buyer's premises or such other premises notified by the Buyer at the time of Order.

13.2. Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

(a) the Goods; and

(b) any other goods that the Seller has supplied to the Buyer in respect of which payment has become due.

13.3. Until title to the Goods has passed to the Buyer, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the bailee of the Seller;

(b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the property of the Seller;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

(e) notify the Seller immediately if it becomes subject to any of the events listed in clause 14; and

(f) give the Seller such information relating to the Goods as the Seller may require from time to time,

but the Buyer may sell the Goods in the ordinary course of its business.

13.4. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 14, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

**14. INSOLVENCY OR INCAPACITY**

14.1. The Buyer warrants that it is not at the time of entering into this agreement insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or administrator or to petition for winding-up or bankruptcy or to exercise any other rights over or against their assets.

14.2. If the Buyer becomes subject to any of the events listed in clause 14.3, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

14.3. For the purposes of clause 14.2, the relevant events are

(a) the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

(c) (being an individual) the Buyer is the subject of a bankruptcy petition or order;

(d) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.

(e) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

(f) (being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer.

(h) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2 (inclusive)

(i) the Buyer suspends, threatens to suspends, ceases or threatens to cease to carry on all or substantially the whole of its business;

(j) the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller the capability of the Buyer to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(k) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

14.4. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**15. LIMITATION OF LIABILITY**

15.1. Nothing in these Conditions shall limit or exclude the liability of the Seller for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

15.2. Subject to clause 15.1:

(a) the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the total liability of the Seller to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

15.3. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

**16. GENERAL INFORMATION**

16.1. Unless otherwise agreed in writing by the Seller, these conditions supersede any earlier conditions appearing in the Seller's catalogue or elsewhere and override any terms and conditions stipulated, incorporated or referred to by the Buyer, whether in the order or in any negotiations.

16.2. All guarantees, warranties or conditions (including any conditions as to quality or fitness for particular purpose) whether express or implied by statute, common law or otherwise are excluded and hereby negated (save where such exclusions are prohibited by the Unfair Contract Terms Act 1977).

16.3. All Drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, whether contained in the contract or made by way of representation, have been provided by the Seller in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the Goods, shall not be taken to be representations made by the Seller, and are not warranted to be accurate.

16.4. The Seller’s employees have no authority to make any representation, statement or report not contained in or incorporated into the quotation by the Seller and the Seller shall not be bound by any unauthorised representation, statement or report. If the Seller adopts any changes in construction, design or specification of its products, the Buyer shall accept the product so changed in fulfilment of the order. All Goods sold are intended for domestic use unless otherwise stated. The Seller cannot accept responsibility if used for contract/commercial purposes.

16.5. The Seller’s prices are calculated on the basis that these Conditions apply. Buyers requiring prices to be quoted on a different basis should inform the Seller.

16.6. These terms and conditions only apply to Buyers who deal directly with the Seller and not Buyers purchasing through agents or distributors.

16.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.

**17. FORCE MAJEURE**

17.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

**18. NOTICES**

18.1. 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, sent by pre-paid first-class post, recorded delivery or email.

18.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.1; if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting; or, if sent by email, one Business Day after transmission.

18.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**19. SEVERANCE**

19.1. If any Court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**20. WAIVER**

20.1. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**21. ASSIGNMENT AND SUBCONTRACTING**

21.1. The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

21.2. The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

**22. GOVERNING LAW AND JURISDICTION**

22.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.