



CARLTON DIRECT LIMITED T/A VINTAGE SOFA COMPANY - TERMS & CONDITIONS OF SALE

1. Interpretation

1.1. In these conditions ("Conditions") "Carlton" means Carlton Direct Limited; the "Buyer" means any person(s), firm or company that purchases Goods from Carlton; "Contract" means any agreement between Carlton and the Buyer for the sale and purchase of Goods; and "Goods" means the Goods agreed in the Contract to be supplied by Carlton to the Buyer.

2. The Contract

2.1 Subject to a variation under Condition 2.2 all Contracts will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Conditions apply to all Carlton's sales and no variation of these Conditions or representation about goods shall have any effect unless agreed in writing by an authorised official of Carlton.

2.3. No Buyer's order shall be deemed accepted until Carlton issues an acknowledgement of order, at which point the Contract shall come into existence.

2.4. If Carlton gives any advice about how to store or use the Goods it is general guidance only and not part of the Contract. Carlton shall not be responsible for any errors in such advice.

2.5. Carlton's catalogues, instruction leaflets, manuals, drawings, specifications and price lists ("**Information**") are not an offer to create a Contract. Carlton can correct any clerical error the Information without any liability to the Buyer.

2.6. The Buyer must make sure that all details contained in any order, specification and any drawings, designs, or specifications are accurate. Carlton has made every effort to make the colours on our website as close as possible to the materials produced. However, we cannot guarantee an exact colour match and photographed colours will always vary depending on your screen settings and resolution. Samples must always be requested for validation. Carlton's drawings, designs, specifications and particulars of weights, volumes and dimensions are approximate only and Carlton shall not be liable to the Buyer for any deviation from them except where the Buyer specifically brings these to Carlton's attention on placing the order.

2.7. Carlton may make any changes to the specification of the Goods which are needed to conform with any safety or other statutory or regulatory requirement or, in relation to the Goods, which do not materially affect their quality or performance.

2.8. Carlton may deliver the Goods to the Buyer from verbal order. If Carlton does so there shall still be a Contract between Carlton and the Buyer.

2.9. Carlton will allow use of their copyrighted images by prior written consent only. Carlton reserves the right to refuse to allow images to be used or to withdraw any consent previously provided at any time. Where consent is withdrawn, the Buyer shall not display any images where consent has been withdrawn on the Buyer's website or in any other marketing or publicity material

3. Quotations and Price

3.1. Quotations are subject to these Conditions and are valid for 30 days from issue or until withdrawn by Carlton, if earlier. If Carlton issues a quotation, there will be no Contract between Carlton and the Buyer until delivery of the Goods.

3.2. The price of the Goods shall be:

- 3.2.1. for Buyers - display more than 20 items or units of products available to purchase from Carlton, as listed in Carlton's stockiest price list as at date of invoice; or
- 3.2.2. for Buyers - display less than 20 items or units of products available to purchase from Carlton, as notified by Carlton to the Buyer. Carlton may revise price lists from time to time without notice.

3.3. Prices and all other costs and charges are exclusive of any value added tax, duties and levies which shall be for the account of the Buyer.

3.4. Carlton may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- 3.4.1. any factor beyond Carlton's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 3.4.2. any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or their specification; or
- 3.4.3. any delay caused by any instructions of the Buyer or failure of the Buyer to give Carlton adequate or accurate information or instructions.

3.5. Carlton may by giving notice to the Buyer at any time before delivery increase the price of the Goods for a Buyer who ceases to be entitled to purchase Goods on the basis of the stockiest price list due to the number or products available to purchase from Carlton and on display by the Buyer falling to a number below the threshold referred to in condition 3.2.1.

4. Payment

4.1. Payments shall be made within 14 days from the date of Carlton's invoice or within the credit terms agreed in writing between the Buyer and Carlton and shall be in the currency stated on the invoice without any deduction, set-off or withholding whatsoever. Time for

payment shall be of the essence. Payment will only be deemed to have been received when Carlton has received cleared funds.

4.2. If payment is not received by Carlton on the due date, then without affecting any other of its rights or remedies, Carlton can: cancel the Contract or suspend any further delivery of goods; and/or charge the Buyer interest and the fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998. The Buyer must pay Carlton all money it owes Carlton under the Contract when the Contract is ended for any reason.

5. Delivery

5.1. Delivery shall take place on despatch from Carlton's premises or despatch from the premises of Carlton's couriers.

5.2. All delivery times and dates are estimates only given in good faith but without obligation. Time for delivery is not of the essence. If no dates are specified, delivery will be within a reasonable time. Carlton shall not be responsible if there is any delay in delivery of the Goods except if caused by Carlton's negligence and in such case Carlton's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

5.3. If the Buyer (1) requests that delivery be postponed or (2) refuses to accept delivery or (3) fails to give Carlton adequate delivery instructions, then (a) risk of damage to or loss of the Goods will pass to the Buyer (including for loss or damage caused by Carlton's negligence) and; (b) the Goods will be deemed to have been delivered and; (c) Carlton may store the Goods until actual delivery and charge the Buyer for all related costs including insurance for storage and; (d) Carlton may increase the price according to price lists applying at time of actual delivery; (e) Carlton may sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract; and (f) without affecting any other of its rights or remedies Carlton may cancel the Contract or suspend further deliveries.

5.4. If the Buyer nominates a place for delivery it is its responsibility to make sure that suitable access equipment and manual labour is available to unload the Goods. **IF IN CARLTON'S DRIVER'S REASONABLE OPINION THESE ARE NOT AVAILABLE CARLTON MAY REFUSE TO DELIVER THE GOODS** and Carlton shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses, including storage, insurance and re-delivery charges.

5.5. Carlton shall have no liability for non-delivery or short delivery unless notified by the Buyer in writing within two working days of due delivery date. Carlton's liability for non-delivery shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for the relevant Goods. If the Buyer does not notify Carlton within this time limit, the Buyer shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been received by it. The Buyer must arrange for inspection of the Goods immediately upon delivery and before the delivery receipt, if required, is signed.

5.6. Carlton will deliver to the Buyer's designated warehouse(s) only, any additional warehouse or delivery address must be approved by Carlton prior to that delivery taking place.

5.7. Carlton will not allow collections from their delivery courier's premises unless with prior agreement.

6. Passing of risk and property

6.1. Risk of loss, damage or deterioration in the Goods shall pass to the Buyer when despatched from Carlton's premises or the premises of its couriers.

6.2. Ownership of the Goods shall not pass to the Buyer until Carlton has received full payment of all sums due to Carlton from the Buyer on any account in cash or cleared funds. Until ownership of the Goods has passed to the Buyer, the Buyer must hold them on Carlton's behalf (but without the Buyer owning them); store them (at the Buyer's cost) separately from all of the Buyer's other goods so that they can be identified as Carlton's property; not destroy, deface or obscure any identifying mark or packaging on them; and maintain them in satisfactory condition insured on behalf of Carlton for their full price against all risks to Carlton's reasonable satisfaction.

6.3. The Buyer may resell the Goods before ownership has passed to it only where; (a) that sale is effected in the ordinary course of the Buyer's business at full market value and; (b) it is a sale of Carlton's property on the Buyer's own behalf, and the Buyer deals as principal when making such a sale.

6.4. The Buyer shall not use the Goods which remain Carlton's property as security for any of the Buyer's debts.

6.5. The Buyer's right to possession of the Goods shall end immediately and Carlton can end the Contract under Condition 11 if the Buyer:

- 6.5.1. is the subject of insolvency, administration, bankruptcy (or similar) orders, notices, proceedings, resolutions or arrangements in whatever jurisdiction or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or ceases (or threaten to cease) to trade;
- 6.5.2. is the subject of any execution on its property or breaches the Contract or any other contract with Carlton and (if capable of remedy) fails to remedy the breach within 30 days after being required to do so by written notice; or
- 6.5.3. uses any of the Goods as security.

6.6. If Carlton is owed any money by the Buyer it may (in addition to any other rights or remedies it has) enter any of the Buyer's premises on reasonable notice where the Goods are or may be stored to inspect them or to repossess them and the Buyer grants to Carlton an irrevocable licence so to do. Carlton shall also be entitled to an injunction to prevent the Buyer from selling or otherwise disposing of the Goods (subject to Condition 6.3).

7. Cancellation

7.1. Cancellation of an order by the Buyer, in whole or in part cannot be accepted without Carlton's consent in writing which shall only be given if a full indemnity is given by the Buyer to Carlton.

7.2. Before Delivery:

The Buyer may cancel an order FOC provided none of the following exclusions apply: Bespoke made to order items, special size items, special finish items, clearance or discounted items. A claim for any labour and materials costs may be made for up to 50% of the order amount to reflect the labour involved and materials sourced prior to cancellation, whether the item has been dispatched or not because the manufacturing process starts from the moment the Buyer places the order. Additionally, Carlton shall be entitled to charge a re-stocking fee of up to 20% of the order amount if the Buyer cancels an order After Delivery: The Buyer will not have any right to return any of the following Goods: **ALL Bespoke** made to order items, items with mix-and-matched components, items in a special finish, items in customer's own fabric or design. This provision does not affect the Buyer's statutory rights.

8. Defects and Inspection of Goods

8.1. The Goods are not tested, and Carlton gives no warranty to the Buyer in relation to the Goods other than that on delivery the Goods will be of satisfactory quality. All other warranties, conditions or other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

8.2. Any claim by the Buyer based on a defect in the quality or condition of the Goods must be notified to Carlton by the Buyer in writing within 48 hours from the time of delivery or collection. Notice must be other than by consignment note.

8.3. The Buyer shall not be entitled to reject the Goods and shall be bound to pay the price if it fails to comply with Condition 8.2. It is the responsibility of the Buyer to return defective Goods to Carlton's premises for inspection if requested to do so by Carlton and any Goods should be returned to Carlton within 8 weeks from the date of delivery by Carlton. For the purposes of Condition 8.2 and this Condition 8.3, time shall be of the essence.

8.4. Where the Buyer complies with Condition 8.2, at Carlton's discretion, Carlton shall be entitled to inspect any Goods which are at the Buyer's premises and replace or repair the defective Goods or refund the price to the Buyer (or a proportionate part of the price). Carlton shall have no further liability to the Buyer for any defect in the Goods in any event. It is the Buyer's responsibility to collect from Carlton any Goods returned under this Condition if its claim in respect of such Goods proves to be invalid. Despite any of the other provisions of this Condition, if the Buyer (a) sells the Goods or (b) does not return the Goods to Carlton when asked to do so or does not return defective Goods within the 8 week period referred to in condition 8.3 or (c) alters the Goods in any way, the Buyer shall be deemed to have accepted the Goods.

8.5. The Buyer may receive an additional guarantee in the case of sofas dependent on which range is purchased. For Vintage Sofa Company sofa products, there is an extendable guarantee that covers the frame of the unit for 15 years. This guarantee is personal to the Buyer's customer and not further transferable. To receive this extra period of cover, please ensure that the extending frame guarantee document is filed in correctly by the Buyer no later than 30 days of receipt for return to sales@vintagesofacompany.co.uk no later than 35 days from date of delivery to the customer.

9. Export Terms

9.1. Unless any special terms are agreed in writing between authorised representatives of the Buyer and Carlton, where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible (at its own expense) for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining relevant licences, permits and permissions) and for the payment of any duties and for supplying all relevant details to the Seller where delivery is to be made at the Buyer's premises.

9.2. Unless the Goods are to be collected by the Buyer or its carrier from Carlton's premises, the Goods shall be delivered at the Buyer's nominated premises (as agreed by Carlton).

10. Liability

10.1. Carlton's goods are intended for domestic use only. Carlton does not accept any liability for loss or damage if Goods are used for purposes other than domestic use.

10.2. Carlton shall not be liable for any loss or damage to Goods caused through defects in fabric or upholstery where this has been supplied by the Buyer and incorporated into Goods sold to that Buyer.

10.3. Carlton does not accept any liability to the Buyer or to others in connection with the Contract for loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss

of data, loss of use, loss of contracts, loss of expected savings or interruption to the Buyer's business ("**Losses**"). If however, Carlton is found to be liable to the Buyer or to others for any of the Losses or for breach of contract, misrepresentation, misstatement or other tortious acts or omissions, including negligence, arising under or in connection with the Contract, Carlton's maximum liability shall be the price paid by the Buyer to Carlton under the Contract. If it is found that to limit Carlton's liability to this amount is unfair then Carlton shall only be liable to the Buyer for the matter described in this Condition for up to the amount of insurance cover that it has from time to time.

10.4. Nothing in these Conditions excludes Carlton's liability to the Buyer for fraudulent misrepresentation or for death or personal injury resulting from Carlton's negligence.

10.5. Except in respect of any loss or damage caused by Carlton's negligence, the Buyer undertakes to indemnify Carlton against any loss, costs, claims, damages, expenses, fees or other sums Carlton may incur relating to the Buyer's breach of the Contract.

11. Termination

11.1. Carlton may end the Contract or suspend any further deliveries of the Goods immediately if one of the events at Condition 6.5 applies, or on not less than three months written notice to the Buyer.

11.2. The Buyer can end the Contract by giving not less than three months' written notice to Carlton.

11.3. On the ending of the Contract the Buyer and any connected or associated company (including any subsidiary, holding or other group company) must immediately pay to Carlton all monies which the Buyer owed to Carlton under the Contract and on any account of whatever nature and Carlton may also exercise its rights under Condition 6.6.

12. "Force Majeure"

12.1. Carlton reserves the right to defer the date of delivery, to cancel the Contract, to reduce the volume of the Goods ordered (without liability to the Buyer) if Carlton is prevented from or delayed in the carrying on of Carlton's business due to circumstances beyond its reasonable control including, without limitation, strikes, lock outs or other industrial disputes (whether involving the workforce of the Seller or of any other party), act of God, government actions, war risk, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic, default of suppliers or subcontractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts of machinery, or import or export regulations or embargoes. If the event in question continues for a continuous period in excess of 20 days either Carlton or the Buyer shall be entitled to give each other written notice to end the Contract.

13. General

13.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and may be delivered personally or by fax, first class recorded delivery post or first class air mail letter. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) 48 hours after posting or (if sent by first class air mail letter) 96 hours after posting or (if sent by fax) at the time of transmission.

13.2. The Buyer cannot assign, transfer, charge or deal in any other manner with the Contract or any of its rights under it, nor purport to do any of the same, nor subcontract any or all of its obligations under the Contract without having obtained Carlton's prior written consent.

13.3. Carlton shall be entitled to assign its rights under the Contract and subcontract any or all of its obligations under the Contract to any third party. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

13.4. No waiver by Carlton of any breach by the Buyer of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.5. No failure by Carlton to exercise or delay in exercising any right or remedy under the Contract shall constitute a waiver of that right or remedy.

13.6. Except in respect of any undisputed credit or payment due and owing by Carlton to the Buyer, the Buyer shall pay all amounts due under the Contract in full without any deducting or withholding any money other than as required by law and shall not be entitled to assert any credit, set off or counterclaim against Carlton in order to justify withholding payment of any such amount in whole or in part.

13.7. If any of these Conditions is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

13.8. If there is a dispute between Carlton and the Buyer, both agree that the Courts of England and Wales will be the only courts with the power to deal with the dispute and that English law will apply.

Accepted By: Sign..... Print:..... Date:

Company Name: Reg. No:..... VAT No: