



## TERMS AND CONDITIONS

DEFINED SPACE LIMITED ("DSL") does business with its Customers under the terms and conditions set forth herein. DSL hereby rejects any terms and conditions contained in any Customer purchase order or other business forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically included or varied in writing by a director or other authorised representative of DSL which are different from or in addition to the terms stated herein.

"Customer" means the person or company whose order for the goods is accepted by DSL.

"Goods and services" means the goods and/or services (including any instalment of the goods or any parts of them) which DSL is to supply in accordance with these conditions. Any reference in these terms and conditions to singular includes plural.

### 1. Acceptance of Orders

All orders are subject to the approval of DSL.

### 2. General Terms of Payment and Financial Requirements

a) Terms are NETT 30 DAYS from date of invoice for Customers to whom DSL extends credit, except where otherwise agreed in writing by DSL. Credit amounts are subject to satisfactory references and verification by our credit insurers. One bank and two trade references are required. Time of payment shall be of the essence for all contracts between DSL and Customer to which these Terms and Conditions apply.

b) A LATE PAYMENT CHARGE OF 2.5% PER MONTH WILL BE IMPOSED ON ANY PORTION OF ACCOUNT NOT PAID WITHIN TERMS STATED ON INVOICE. However, if this rate exceeds the maximum rate permitted under applicable law or regulations, the charge shall be reduced to the maximum allowable rate.

c) DSL may offer special payment and/or shipment terms.

In such event, these special terms shall supersede the general terms of payment and/or shipment, provided that such special terms are fully stated in a DSL INVOICE, signed by an authorised representative of DSL and such invoice is accepted by DSL.

d) If Customer shall commit any material breach of its obligations hereunder or shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation or shall suffer the appointment of a receiver of any of his or its property or make any deed or arrangement with or composition for the benefit of any of his or its creditors, or if in the opinion of DSL, Customer's credit becomes impaired, DSL shall still have the following rights and remedies in addition to any other rights and remedies provided by applicable law.

(i) All sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.

(ii) DSL may refuse any order placed by Customer.

(iii) DSL may cancel any accepted orders or delay shipment of any order.

(iv) No order may be cancelled by Customer without DSL's consent in writing, and such cancellation will be subject to a charge of 25% of order value or 15% if the product can be reused.

(v) If credit previously has been extended by DSL to Customer, and DSL elects to make further sales to

Customer, DSL may require payments on a C.O.D. or cash-in-advance basis.

(vi) In the event collection of sums due from Customer to DSL is referred to lawyers or debt recovery agents for which DSL is insured or if proceedings are brought to collect such sums or to enforce the rights of DSL, Customer agrees to pay all costs and reasonable fees, including such costs and fees incurred in any proceedings or appeal and in executing on any judgement.

Customer agrees that it has read the Disclaimer or implied Warranties and Limitations on Damages contained in the Terms and Conditions of Sale, that they have been explicitly negotiated and that they have become a part of the basis of its bargain with DSL.

e) DSL shall have the right to change its financial requirements at any time.

### 3. Warranty

Defined Space undertakes that, unless otherwise stated, if: 1. within 5 years of delivery of the Goods the structure of the Goods (excluding upholstery and moving mechanical parts) or 2. Within 2 years of delivery of the goods the upholstery or moving mechanical parts is found upon inspection by or on behalf of the company to have proved defective in workmanship or materials under normal use and service it will (at its option) either repair or replace the defective Goods or parts thereof or credit the price paid by the customer to the Company for such defective Goods or parts PROVIDED THAT in any case the original Goods have been accepted and paid for and PROVIDED ALSO THAT the Goods have been properly maintained and have not been subject to any misuse unauthorised repair, replacement, modification or alteration. Defined Space's liability is limited to such replacement or repair which shall be deemed a complete fulfilment.

We shall be under no liability whatsoever for any consequential damage, loss or other expenses whether arising out of contract, negligence or otherwise.

Defined Space will replace any items that are defective through customer mis-use at the current price chargeable or will undertake to repair the same at a charge to the customer.

### 4. Returns and Replacements

Defective goods will be accepted only with prior authorisation from DSL and receipt of DSL's RETURN/AUTHORISATION NUMBER. Goods returned are not to exceed quantity authorised. All returns must have freight prepaid and no C.O.D.'s will be accepted. Credit will be issued only after goods are inspected and approved and will be based on Customer's cost for the goods in question, less any costs for transport and re-packaging.

a) Goods defective on delivery may be returned for exchange or full credit.

b) Goods incorrectly delivered by DSL may be returned for full credit.

c) Samples will be credited in full if returned in good condition within 60 days of delivery. Payment must be made in full for all samples not returned within this period.

### 5. Disclaimer of Implied Warranties and Limitations of Damages

a) DSL's aggregate liability, if any, to Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective goods which gave rise to such liability in respect of any occurrence or series of occurrences.

b) Subject to this condition 5:

(i) All conditions and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded save for liability for death or personal injury caused by negligence.

(ii) DSL shall have no liability for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused, and excluding without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

(iii) DSL do not accept any responsibility for electrical work installation which DSL's personnel do not supervise. All electrical installations must be undertaken by a competent qualified electrician.

### 6. Price Changes

DSL shall have the right to reduce, or increase prices to Customer at any time without prior notice, except with respect to orders which have been accepted prior to such price modification.

### 7. Changes in Products and Policies

a) DSL may at any time add, change or cease making available any goods without notice to Customer, and Customer shall have no claim against DSL for failure to furnish goods of the type previously sold.

b) DSL may at any time change warranty without incurring any liability to Customer.

### 8. Taxes

Prices stated do not include VAT and any other tax or duties payable by DSL, which will be added to invoice wherever applicable.

### 9. General Terms of Transport

a) Unless otherwise quoted all deliveries to our customer premises shall be at the value of the quotation. Deliveries made to third parties will be subject to a delivery surcharge of 7.5% of the goods total – a minimum will be levied.

UK mainland delivery will be to ground floor entrances only. The driver making the delivery will be unaccompanied and the purchaser is requested to provide free assistance in unloading the said delivery. Delivery shall be deemed as completed on acceptance at ground floor entrances. We reserve the right to deliver by instalments.

b) Delivery to UK mainland address will be to ground floor entrance only. The Customer shall provide free assistance in unloading the delivery. Delivery shall be deemed complete on acceptance at ground floor entrance and risk shall pass on delivery to the Customer.

c) Delay in transport or delivery of any particular instalment or delivery of faulty goods in any one instalment shall not entitle the Customer to repudiate the whole contract nor relieve Customer of his obligation to accept and pay for the remaining instalments.

d) Risk of loss or damage in transit will be borne by the party paying freight charges.

e) DSL shall endeavour to make deliveries within a reasonable time. HOWEVER, DSL SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN DELIVERY OR ANY ERROR IN THE FILLING OF ORDERS.

f) Time of delivery shall not be of the essence to any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice.

g) Risk shall pass on delivery to the Customer.



## 10. Claims and Adjustments

Notification of claims for adjustment on short delivery or otherwise unsatisfactory goods due to fault of DSL must be made to DSL within 5 days of invoice date. In such situations, DSL shall have the right to examine the applicable goods and shipping records at Customer's location. For deliveries made by other carriers notification must be made within 10 days of invoice date.

## 11. Title

a) Notwithstanding delivery and passing of risk, the goods shall remain the property of DSL until such time as Customer shall have paid to DSL the agreed price in full (together with any accrued interest) and all other amounts owned by Customer to DSL in respect of any other contract for the sale of goods and until such payment the Customer shall hold the goods as Bailee on behalf of and in a fiduciary capacity for DSL and the Customer shall insure the goods for their full market value.

b) In the event that the Customer sells the goods the Customer acknowledges that the entire proceeds of sale are held in trust for DSL and shall not be mixed with other monies or paid into any overdrawn bank account and shall at all times be identifiable as DSL's monies.

## 12. Force Majeure

a) DSL shall not be liable to Customer for any loss or damage which may be suffered by Customer as a direct or indirect result of the supply of goods by DSL prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond DSL's reasonable control ("force majeure circumstances") including but not limited to strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workers, material or transport or other circumstances affecting the supply of the goods or of raw materials by DSL's normal source of supply of the manufacture of the goods by DSL's normal means or the delivery of goods by DSL's normal route or means of delivery.

b) In force majeure circumstances DSL may in its sole discretion terminate any contract for the supply of goods pursuant to the Terms and Conditions or cancel delivery of goods to Customer or may, with the agreement of the Customer, deliver goods at an agreed rate of delivery commencing after any suspension of deliveries.

c) If due to force majeure circumstances DSL has insufficient stocks to meet all its commitments, DSL may apportion available stocks between its customers at its sole discretion.

## 13. Lien

DSL shall be entitled to a general lien on any goods and property owned by Customer in DSL's possession (although the Customer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any goods sold and delivered to Customer under any contract. DSL shall be entitled to offset any sum or sums owing by it to Customer against any sums owed by Customer to DSL.

## 14. Severability

If any of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or

unenforceability shall not prejudice the effectiveness of the rest of the Terms and Conditions or the remainder or any part of a Term or Condition affected.

## 15. Assignment

DSL is entitled to assign, sub-contract or sub-let any contract.

## 16. Waiver

No waiver by DSL of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 17. Governing Law

Any contract to which these Terms and Conditions shall be governed by, and construed in accordance with, English Law and the Customer submits to the jurisdiction of the English Courts.