WELFARE FURNITURE UK LTD

 (Hereinafter called the Company)

 TERMS AND CONDITIONS OF SALE Page 1 of 3

1.General

The Company agrees to sell goods or perform services for the Customer only upon the following terms and conditions. All orders are accepted at the discretion of the Company and solely upon and subject to the following terms and conditions. All other terms, warranties and conditions howsoever arising are excluded unless expressly accepted by a Director of the Company in writing.

2.Conditions

Written quotations do not constitute an offer and are subject to confirmation only upon acceptance of an order. Quotations remain valid for a period of 14 days from the date of quotation by the Company unless otherwise agreed in writing. From time to time these conditions may be amended without notice. It is the responsibility of the Customer to check the conditions prior to placement of an order. Placement of an order signifies acceptance of the current terms and conditions ruling at time of ordering.

3.Prices

All prices include free assembly, delivery, installation and removal of all packaging (where required) to mainland England and Wales. Where items are required to be fixed to walls or floors this will be charged separately and must be agreed beforehand. Every effort is made to ensure correct pricing both on the website and in written/verbal quotations, however should a pricing error occur the customer will be given the option of cancelling their order. All prices are subject to VAT at the current rate set by HM Government at the time of invoicing.

4.Delivery

Delivery is free of charge to mainland England and Wales only. The Company does not deliver to Scotland or off-shore. Times or dates for delivery are approximate and provided in good faith. The Company shall not be liable for any loss or damage whatsoever arising from delays in completion of the delivery of the goods howsoever caused and the Customer shall not be entitled to cancel an order or refuse delivery in the event of such a delay. A Company delivery note will accompany goods and this must be signed to acknowledge receipt of the goods being in the correct quantity and good condition. Following delivery any shortages or damages subsequently noticed must be reported to the Company within 3 working days for investigation.

5.Terms of Payment

All prices are quoted net of VAT. Preferred method of payment is by debit/credit card. Credit facilities are available subject to status and signed acceptance of the Company’s terms and conditions. Once an account has been opened terms are 30 days following the end of the month of invoice.

6.Overdue Accounts

The Company reserves the right to charge 2% above HSBC base lending rate for all amounts not paid by the due date. The Company may also suspend further deliveries without liability until payment has been received.

7.Passing of Risk and Title page 2 of 3

Subject to clause 8 hereof the risk in the goods shall pass completely to the buyer upon delivery notwithstanding that the title then remains in the Company. The legal and beneficial ownership in goods shall only pass to the buyer upon receipt of cleared payment in full of the price of the goods and all other sums whatsoever and howsoever incurred, from the buyer to the Company. Until such payment has been made the buyer shall hold the goods or the proceeds thereof as agent for the Company and shall store and maintain the goods in such a manner as to clearly show that they remain the property of the Company. If any payment is overdue the Company may (without prejudice to any of its other rights and remedies) recover and resell any or all of such goods and may enter upon the Customers premises for that purpose.

8.Risk and Damage in Transit

From the time of receipt of goods from the Company the risk of any loss or damage or deterioration of goods from whatsoever cause shall be borne by the Customer. The Company undertakes delivery of the goods but shall not be liable for any loss, damage, deviation, delay of the goods in transit or for mis-delivery or short delivery unless the Customer gives to the Company written notice of the complaint so that such notice is received by the Company within 3 days of receipt of the goods and that a)the Customer inspects the goods immediately upon receipt and if delivered by the Company details of the complaint are recorded on the despatch note; b)the Company is given the right to inspect the goods before any use is made of them or other action taken. If a complaint is not made to the Company as provided by this condition then the goods shall be deemed to be in all respects in accordance with the order and the Customer shall be bound to pay for the same accordingly. Notification by email shall be deemed to be written notice.

9.Insolvency of the Customer/Buyer

If the Customer commits an act of bankruptcy or becomes insolvent or makes any composition or arrangement with their/its creditors or being a limited company is placed in liquidation or suffers a receiver or administrator to be appointed, the Company may without liability or notice and without prejudice to its other rights determine any costs with the customer who shall bear any loss resulting from a resale of the goods comprised herein. In respect of all the debts due from the Customer under this or any other contract the Company shall be entitled to a general lien on all goods and property of the Customer and apply the proceeds towards such debts as it seems fit.

10.Warranty

The Company offers a 1 year guarantee from date of purchase against manufacturing defects and faulty workmanship on all products unless otherwise stated. The Company shall have the option to repair, replace or refund the price of the goods at its sole discretion and without further liability in the event of such a claim. Goods subjected to damage, abuse, alteration or modification, 3rd party repair, lack of proper maintenance, improper use or use in abnormal operating conditions are excluded from this guarantee. Any goods subject to a warranty claim shall be made available to the Company for inspection.

11.Cancellation/Returns

Goods can only be cancelled or returned for credit with the express permission of Welfare Furniture UK Ltd. Made-to-order items cannot be returned and may be subject to cancellation charges if cancelled more than 24hrs after ordering. Stock items may be returned for credit if the Company is notified within 3 working days of delivery. Returns must be unused, in their original packaging and returned at the Customers expense. Proof of return delivery will remain with the Customer. Goods will be inspected upon return to ensure they are in their original saleable condition prior to a credit being issued. The Company reserves the right to charge handling fees on all returns.

12.Force Majeure Page 3 of 3

The company shall not in any circumstances be liable to perform any contract if such failure arises as a result of the following: inability to secure labour,materials or supplies as a result of an act of God, war, riot or civil disturbance, strike, lockout or labour dispute, fire, flood, drought or legislation, requisitioning or other act or order by any Government, councillor, other duly constituted authority , or of any cause (whether mentioned above or not) beyond the Company’s control. In such event no liability shall attach to the Company by reason of cancellation or variation of any contract. The Company reserves the right to suspend deliveries wholly or partially and the time of each suspension to be added to the original contract in the event of any stoppage as a result of the causes set out above.

13.English Law

These terms and conditions of sale shall be in all respects construed and governed in accordance with English law.

14.Company’s Conditions to Prevail

These terms and conditions of sale shall override any terms and conditions sought to be incorporated by the Customer in the contract. In the event of the Customers terms and conditions of order containing such clauses which are inconsistent with or which purport to exclude the Company’s conditions in any manner, such clauses shall be of no effect and the Company’s terms and conditions shall prevail.

15.Product Designs and Specifications

The Company’s products are based upon designs that are constantly being developed and improved. Whilst every effort is made to give up to date information, the Company reserves the right to amend any specification without prior notice. All measurements and colours shown in Company literature and websites are approximate only and all descriptions or photographs shall not form part of any contract. Products illustrated in Company literature and on this website form the subject of various patterns and registered designs.

I agree to the above Terms and Conditions of Sale:

Signed: ……………………………………………. Print: …………………………………

Position: …………………………………………. Date: …………………………………

Company/Organisation: ………………………………………………………………………..