

Golden Pines limited t/as Osborne Interiors

TERMS OF BUSINESS

1. DEFINITIONS

"Company" means GOLDEN PINES Ltd trading as OSBORNE INTERIORS.

"Customer" means the person or persons or commercial entity purchasing the goods and or services from the Company and whose name and address are specified on the Quotation.

"Goods" means the goods and services specified in the Quotation together with any alterations specified at a date later than the original Quotation and agreed in writing between the Company and the Customer.

"Quotation" (Order or Order Authorisation) means the schedule setting out the goods and or services to be supplied and the payment details.

"utility services" comprise gas, electricity and water.

2. ACCEPTANCE

Upon the signing of a Quotation by the Customer a binding contract will be created in respect of the details given in the Quotation.

3. CANCELLATION

The Company will not accept cancellation of Orders received after 7 (seven) days of placing the Order with the Company. A minimum charge of £750 will be made to cover costs if an order is cancelled within 7 days. If the Customer cancels the Order after seven days and within 21 days of the contract date then the Company will be entitled to charge 50% of the total contract value including any fitting or similar charges (including any deposit paid) and charge for any costs incurred.

At any other time no refund will be given and full payment of the contract sum will be required

4. SPECIFICATION

Whilst the Company undertakes to use its best endeavours to ensure that the Goods are to the specification colour and finish contained in the Quotation slight variations may occur for which the Company can accept no liability. Photo Realistic images will not be considered as representative of the final colour specifications nor of all the fittings where certain items are added for decorative purposes.

Where wood or other natural products are used the Company can accept no liability between different units or original samples.

Where any part of the specification is based on measurements or other information supplied by the Customer the Company will not accept liability in respect thereof and not withstanding the unsuitability of the Goods for installation resulting therefrom the Customer shall remain liable for the full contract price of the Goods and installation.

Additions and/or variations to the specification shall have no effect unless agreed verbally or in writing by an authorised representative of the company and must be paid for in full before delivery.

5. DELIVERY

Time is not of the essence of this contract and any time or date on which the Goods will be delivered or installed is given and intended as an estimate only made in good faith by the Company and which the Company will make all reasonable efforts to comply with but shall not be liable for any loss damage or expense howsoever arising from delay in delivery or installation.

Part delivery will not invalidate the contract.

Unless otherwise agreed in writing all Goods delivered to the Customer's premises shall be at the Customer's risk after delivery.

Delivery to any third party premises as instructed by the Customer shall constitute delivery to the Customer.

6. FITTING and INSTALLATION

Where the Customer undertakes the fitting and installation of Goods supplied by the Company, the

Company will not accept responsibility for any of the work carried out.

Any damages must be notified to us within 2 days for supply only orders.

The company undertakes to remove from the customer's premises any furniture items cleared to allow installation of any new units. Where disposal of electrical items, including fridges, is required an additional charge will be raised. Disposal of such items is subject to prevailing laws and regulations.

The Company will, where it has been contracted to carry out the installation of Goods, make good any unnecessary damage caused to plaster, floors, rendering or brickwork immediately surrounding any unit installed but does not undertake to provide matching ceramics or other tiles or to match surrounding wallpaper or paintwork which may have been damaged.

The Company accepts no responsibility for any delay or damage resulting from structural or other defects in the property at which the installation is carried out.

The Customer is responsible for ensuring that all the utility services necessary for the installation are in place as set out in the quotation unless it has been agreed that the company will provide the relevant connections to the utility services.

The Company will ensure that the installation of the Goods shall be completed within a reasonable timescale although time shall not be of the essence in respect of the installation by the Company.

The Customer shall give access to the Company to carry out installation of the Goods and shall inform the Company immediately should there be any reason that the installation cannot proceed at the agreed time. In any event the Customer will still be liable to pay any outstanding balances by the previously notified date.

The Company will accept no liability for any works carried out for which it has not been contracted. Should the Customer engage any contractor or fitter employed by the Company for additional works then the Company will not accept any liability for those works or as a result any delay to the installation.

The Company may utilise its own fitters or subcontractors as necessary to carry out the works. The company is at liberty to decide which of its fitters or subcontractors are to be used on any installation at any time.

7. PAYMENT

The payment for the Goods shall be made strictly in accordance with the payment terms laid out on the Quotation.

The Customer shall be notified in writing by the Company of the expected delivery date and at the same time the Company will confirm the balance(s) due.

If the Customer is unable to take delivery of the Goods on the agreed date the Company reserves the right to charge storage at up to £200.00 per week or part thereof.

Failure by the Company to deliver any particular part of the Goods shall not entitle the Customer to withhold or delay any payments for delivery and/or installation nor shall it constitute a failure to complete the delivery/installation should payment be withheld.

Value Added Tax will be charged at the rate current on the day of delivery.

The Company reserves the right to charge interest at 4% over HSBC Bank PLC base rate on overdue payments.

8. GENERAL

Installations carried out by the Company's fitters or sub-contractors in accordance with the Company's drawings are guaranteed against faulty workmanship and materials for 12 months from the date of installation.

The customer is responsible for complying with manufacturers' instructions for care and maintenance where relevant.

The Customer will be required to provide parking for the fitter(s).

All units and appliances supplied by the Company are covered by their respective manufacturers' guarantee for materials and workmanship.

The Company shall not be responsible for any failure to perform its obligations as set out in these terms and conditions due to circumstances beyond its control. Such circumstances may include but are not limited to acts of god, failure of the customer to have other works completed on time to enable delivery of the goods at the agreed time, failure of the customer to have their own contractors available at the agreed time.

The Company will not be responsible for repair to any structural or decorative aspects of the customer's premises identified after the quotation has been accepted. This will also include any faults or defects found with existing electrical gas or plumbing works. If such defects are identified the Company will immediately inform the customer. If repairs to these defects are not carried out within 14 days of notification then all balances still outstanding to the company will become immediately due.

The failure by the Company at any time or for any period to enforce any one or more of these terms and conditions shall not be a waiver of them or a waiver of the right to enforce such terms and conditions on a future occasion.

The Company operates a Health and Safety policy which will operate at all times. The Customer accepts that they owe a duty of care to the Company and all its staff and sub-contractors

This contract between the Customer and the Company shall be governed by and construed in accordance with English Law.

Summary guidelines relating to the contract will be provided to you and form part of these terms and conditions

These terms and conditions do not affect the statutory rights of the Customer.