

OCHRE TERMS AND CONDITIONS OF SALE FOR BESPOKE PRODUCTS

THESE TERMS AND CONDITIONS APPLY TO ANY PURCHASE YOU MAKE OF OUR BESPOKE PRODUCTS SO PLEASE READ THEM CAREFULLY. THEY DO NOT AFFECT YOUR STATUTORY RIGHTS.

1. Supplier: We are OCHRE (London) Limited, a company registered in England and Wales under number 03600105. We sell and deliver furniture, lighting and accessories for interiors to customers located in the United Kingdom and overseas. We have offices at the premises stated at the end of these terms and conditions and our VAT registration number is 697232013. Our website is located at www.ochre.net.

2. Conditions of supply: These terms and conditions apply to all sales of bespoke products we design at your request, and our design services provided in respect of those bespoke products. Any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by us. Subject to the following, the sale of our bespoke products shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document) other than terms, conditions and warranties implied by law that may not be excluded.

3. Our bespoke offerings: We are not obliged to design and/or sell you any bespoke products on these terms and conditions until we have accepted your order and a legally binding contract of sale is made between you and us.

4. Our design services: For the purposes of these terms and conditions, bespoke products means products which we design in their entirety, or modifications of our standard products, which we design at your request and as specified on the proforma invoice attached to or accompanying these terms and conditions. We are not liable to carry out any design work until you have provided us with the deposit detailed in Clause 7 although we may in our sole discretion carry out design work before that time. As each bespoke product is handmade our bespoke products may have slight differences in colour and/or dimensions from any samples that we may provide to you.

All copyright, design rights and intellectual property rights that we create or author in the course of providing design services shall be our exclusive property and you will not obtain any right,

licence or other interest in the foregoing. We may supply the bespoke products you have ordered to any third parties.

5. Minimum orders and placing further orders: You hereby place an order for the minimum number of bespoke products as stated on the attached proforma invoice. Any further orders for the bespoke products you may make in the future shall be on these terms and conditions except that the price of the bespoke products may change.

You can place future orders to purchase the bespoke products from us by one of the methods of ordering stated in Clause 21 below.

If we receive any future orders from you by email, fax or mail order we will send you by email, fax or post a proforma invoice (which will include your order reference number and the price of the bespoke products) as confirmation that we have received your order. This confirmatory proforma invoice does not constitute our acceptance of your order.

6. Accepting an order: All our contracts are concluded in English.

Your minimum order for bespoke products is at the product prices stated on the proforma invoice attached to or accompanying these terms and conditions. In all cases delivery, crating and handling charges for your minimum order shall be our standard charges at the time you receive these terms and conditions.

Any future orders for bespoke products shall be at the price that we and you agree in writing from time to time (which shall be stated on the proforma invoice provided by us for your order) and at the delivery, crating and handling charges in force at the time you submit your order. If the charges are different from those published on our website or in our catalogues then this will be brought to your attention, and we will give you the opportunity to cancel your order before we accept it. Please note that we may decline to accept an order at our discretion.

We accept your order (for both the minimum order and future orders) at the time we receive your deposit in accordance with Clause 7 and it is only at this time that a legally binding contract of sale is made between you and us.

Contracts of sale will neither be filed by us nor accessible to you.

7. Payment: In order to begin production of the bespoke products, you must pay a deposit of 50% of the price of the bespoke products you are ordering (including VAT if applicable). Accordingly, we are not obliged to begin production of any bespoke product until you have provided us with the deposit.

You must pay the remainder of the price (including VAT if applicable) within 7 days of us informing you (whether by email, phone or fax) of when your bespoke products are ready for dispatch. Without prejudice to any other rights we may have, we are not liable to deliver the bespoke products to you until we receive full payment.

Where you have failed to pay the price of the bespoke products or any other amounts due to us under these terms and conditions within 7 days of the date for payment, interest shall be payable by you on such sum from the date when such payment is due until the date of actual payment at a rate per annum of 3 per cent above the base rate from time to time of Barclays Bank PLC calculated on a daily basis.

Without prejudice to your statutory rights, any deposit, price and other amounts payable by you to us is non-refundable except where we or you cancel your contract as specified in these terms and conditions in which case we shall refund the full amount you have paid.

8. Delivery: We shall aim to deliver the minimum order of bespoke products to you within the minimum order delivery period stated on the attached proforma invoice or as agreed by you and us in writing, such period to start from the date on which you approve our final design for the bespoke products.

In respect of any orders for bespoke products, we aim to ensure that your bespoke products are produced within 10 to 12 weeks of the day we receive the deposit for the bespoke products from you. We will notify you as soon as is reasonably possible if we become aware of any reason why production of your bespoke products will take longer than this timescale. Please note that the 10 to 12 week production timescale does not include time for packing and delivery. Please further note that we cannot, and do not, guarantee to deliver bespoke products by any particular date especially given that we would not keep bespoke products in stock and would need to place specific orders for their manufacture with third parties.

We will deliver bespoke products to the delivery address you specify in your order, subject to the payment of delivery, crating and/or handling costs.

You must make all arrangements necessary to take delivery of bespoke products when we deliver them to you. If you do not accept delivery of bespoke products or we are unable to deliver or are delayed in delivering bespoke products because of your actions or omissions then we may charge you and you will be liable to pay us for all costs we incur as a result (including, without limitation, storage costs at a rate of 1% of the price of the bespoke products for every week or part of a week).

We may supply bespoke products either all on one date or by separate batches on different dates. Either you or we can, by notice, cancel an order if we are unable to supply the bespoke products within a reasonable time.

Where you have ordered (or wish to order) bespoke products, which are to be collected from us for onward shipping to a destination outside of the United Kingdom, in order to comply with VAT regulations please provide us with the following information:

- (a) full details of the onward shipping arrangements. This information is to be sent to us before collection of your bespoke products; and
- (b) signed or stamped shipping documentation to prove that your bespoke products have left the United Kingdom. This information is to be sent to us as soon as possible after your bespoke products have left the United Kingdom.

9. Returning bespoke products that are damaged: In the unlikely event that any of the bespoke products you receive are damaged or do not conform to these terms and conditions; please let us know within 7 days of delivery. If you do not let us know within 7 days of delivery, then you will be deemed to have accepted the bespoke products in the condition they are in.

We will, at our discretion, either collect the bespoke products on a date agreed between us or ask you to return the bespoke products to us at our cost. Once we have checked that the bespoke products are faulty or non-conforming, we will either:

- (a) provide you with a full or partial refund; or
- (b) replace the bespoke products; or
- (c) repair the bespoke products.

These terms and conditions will apply to any repaired or replacement bespoke products we supply to you. You may not return any bespoke products we supply to other than for the reasons set out in this Clause 9.

10. Bespoke products that never arrived: In the unlikely event that you do not receive all or any of the bespoke products you ordered from us, then please let us know as soon as possible after the scheduled date of collection or delivery (as applicable) of the bespoke products. If you do not let us know within 7 days of that date, then you will be deemed to have accepted that you have received the right quantity of bespoke products.

11. Method of payment: All payments are to be made by cheque or electronic bank transfer to our bank account which we inform you of from time to time. Unless we agree otherwise, payment must be made in sterling or euros and no payment shall be deemed to have been received until we have received cleared funds.

12. Title and risk: Bespoke products that you order remain our property until we receive payment for them in full from you. Risk in the bespoke products passes to you on delivery. Accordingly, we will not be responsible for any damage to your bespoke products that takes place after delivery. Title reverts to us in the event that you or we cancel your order in accordance with these terms and conditions.

13. Losses: Our liability for losses you suffer as a result of our breaking these terms and conditions is strictly limited to the purchase price of the bespoke product that you purchased and any losses which are a foreseeable consequence of our breaking the contract of sale. Losses are foreseeable where they could be contemplated by you and us at the time we entered into the contract of sale.

Notwithstanding anything else in these terms and conditions, nothing in these terms and conditions excludes or limits in any way our liability to you:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability;
- (d) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- (e) for any matter for which it would be illegal or unlawful for us to exclude, or attempt to exclude, our liability.

14. Events outside our control: We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control (**Force Majeure Event**). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

15. Data protection: We are registered under the Data Protection Act 1998. We may use your personal information to: (i) fulfil orders placed by you; (ii) process your payments; (iii) carry out credit checks; (iv) disclose information about you to any relevant regulator if they require it or to anyone else if we have a legal duty to do so; (v) help you to use our website; (vi) analyse your purchasing preferences; and (vii) contact you by post about our or our group companies' goods, services, special offers and events that we think may be of interest to you. We may disclose your information to our employees, agents, group companies and service providers for these purposes.

In order to protect against fraud and theft we may also share information about the way in which you conduct your account with lenders and credit reference agencies. You have the legal right to ask for a copy of the personal information we hold about you (for which we may charge a small fee) and to correct any inaccuracies in your information.

16. Assignment: You may not transfer any of your rights or obligations under these terms and conditions to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights under these terms and conditions.

17. Illegality: If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

18. Waiver: If we fail, at any time while these terms and conditions are in force, to insist that you perform any of your obligations under these terms and conditions, or if we do not exercise any of our rights or remedies under these terms and conditions, that will not mean that we have waived those rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms and conditions shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

19. No third party rights: A person who is not party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

20. Governing law: These terms and conditions and each contract of sale shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.

21. Contacting us: To contact us or place future orders for bespoke products please visit, phone, fax, or email us as stated below:

OCHRE UK Showroom

46 – 47 Britton Street

London EC1M 5UJ

Tel: + 44 (0) 20 7096 7372 Fax: + 44 (0) 20 3006 1584

Email: enquiries@ochre.net