

## OCHRE TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS APPLY TO ANY PURCHASE YOU MAKE FROM US, 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](http://www.ochre.net).

**2. Conditions of supply:** These terms and conditions apply to all sales of our products, other than our bespoke products, which are sold under separate terms and conditions found on our website. 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 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 offerings:** All products offered for sale by us (whether on our website, in our catalogues or otherwise) are offered on an "invitation to treat" basis only. This means that we are not obliged to sell you any products on these terms and conditions until we have accepted your order and there is a legally binding contract between you and us.

**4. Website and catalogue content:** Although we take pride in our website and catalogues please note that the information posted on our website or contained within our catalogues may be inaccurate, incomplete or out of date. In particular, some details of the products we offer for sale, such as colour and dimensions, may not be a true representation and as each product that we offer for sale is handmade our products may have slight differences in colour and/or dimensions from any samples that we may provide to you. Descriptions, samples and illustrations are issued or published solely to provide you with an approximate idea of the products they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the products.

**5. Prices:** The prices payable for the products we offer for sale are clearly displayed in our price lists in pounds sterling and euros and are exclusive of any excise duty and VAT payable, unless otherwise stated. Unless otherwise stated, prices do not include the cost of delivery,

crating and/or handling and details of these charges can be obtained by contacting us as stated in Clause 24.

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If the product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject the order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing, we do not have to provide the product to you at the incorrect (lower) price.

**6. Placing an order:** You can place an order to purchase products from us by one of the methods of ordering stated in Clause 24 below.

If we receive your order 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) as confirmation that we have received your order. This proforma invoice does not constitute our acceptance of your order.

**7. Accepting an order:** All our contracts are concluded in English. Your order will be based upon our product prices and delivery, crating and handling charges in force at the time you submit your order. If the product prices or 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 at the time we receive your deposit in accordance with Clause 8 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.

**8. Payment:** In order to begin production of the products, you must pay a deposit of 50% of the price of the products you are ordering (including VAT if applicable). Accordingly, we are not obliged to begin production of any 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 products are ready for dispatch.

Without prejudice to any other rights we may have, we are not liable to deliver the products to you until we receive full payment.

Where you have failed to pay the price of the 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.

**9. Delivery:** We shall aim to deliver your 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 pay the full price of the products you have ordered from us.

In respect of any product order, we aim to ensure that your products are produced within 10 to 12 weeks of the day we receive the deposit for the products from you. We will notify you as soon as is reasonably possible if we become aware of any reason why production of your 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 products by any particular date especially given that we would not necessarily keep our products in stock and may need to place specific orders for their manufacture with third parties.

We will deliver 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 products when we deliver them to you. If you do not accept delivery of products or we are unable to deliver or are delayed in delivering 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 products for every week or part of a week).

We may supply 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 products within a reasonable time.

Where you have ordered (or wish to order) 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 products; and
- (b) signed or stamped shipping documentation to prove that your products have left the United Kingdom. This information is to be sent to us as soon as possible after your products have left the United Kingdom.

**10. Cancellation:** Without prejudice to your statutory rights, if you are purchasing products as a consumer and you order your products by email, mail order, phone or fax then you have the legal right to cancel your order up to 7 days (excluding Saturdays, Sundays and bank holidays) after the day following your receipt of the products by informing us (other than by phone) that you wish to cancel your order. If you cancel your order before dispatch of the products then we will give you a full refund. If you cancel your order after its dispatch you must return to us (at your own cost) the products you do not wish to keep and we will give you a full refund providing that (i) where you return the products at our expense or (ii) where you do not return the products, we may charge you for our costs in recovering the products (or deduct such costs from any refund payable to you) and you shall make such products available for collection by us.

Without prejudice to your statutory rights, if (i) you are a consumer and place your order whilst in one of our shops or at one of our exhibition stalls or (ii) you are purchasing products in the course of your business, then you do not have the legal right to cancel your order in this way.

**11. Returning products that are damaged:** In the unlikely event that any of the 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 products in the condition they are in.

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

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

These terms and conditions will apply to any repaired or replacement products we supply to you.

**12. Returning products for other reasons:** If you wish to return products to us for reasons other than those set out in Clauses 10 and 11, then provided that you have returned the products to us undamaged, unused and in their original condition, we may, at our sole discretion, accept their return. The products shall remain at your risk until we confirm to you that they conform with this Clause 12 and that we accept their return. You shall be responsible for all costs (including, without limitation, all transportation, insurance costs and a discretionary administration fee amounting to 10% of the price of the products) relating to the return of the products. If we accept their return then we will at our own discretion provide you with a full refund for the returned products.

**13. Products that never arrived:** In the unlikely event that you do not receive all or any of the 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 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 products.

**14. 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.

**15. Title and risk:** Products that you order remain our property until we receive payment for them in full from you. Risk in the products pass to you on delivery. Title reverts to us in the event that you or we cancel your order in accordance with these terms and conditions.

**16. 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 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. Contacting us:** To contact us or place your order for 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](mailto:enquiries@ochre.net)