

# MJF INTERIORS LIMITED (TRADING AS MJF OFFICE) TERMS AND CONDITIONS

## 1 DEFINITIONS

1.1 In these Conditions the following terms shall have the following meanings:

"Company" means MJF Interiors Ltd, trading as MJF Office.

"Customer" means the customer of the Company.

"Conditions" means the terms and conditions set out in this document.

"Contract" means any contract, including (in order of priority) (1) these Conditions and (2) any binding Quotation pursuant to clause 2 below, for the sale of Goods by the Company to the Customer and or provision of Services.

"Goods" means any goods provided by the Company to the Customer pursuant to the Contract, as set out in the Quotation.

"Quotation" means any estimate of the price for supplying any Goods and Services provided by the Company to the Customer.

"Services" means any services provided by the Company to the Customer pursuant to the Contract, as set out in the Quotation.

## 2 QUOTATION

2.1 A Quotation shall become legally binding upon the Customer and part of this Contract once any order that has been submitted by a Customer has been accepted by an authorised representative of the Company in writing.

## 3 EXISTENCE OF CONTRACT

3.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions proposed by or on behalf of the Customer whether contained or referred to in any letter or other communication sent by the Customer to the Company.

3.2 No variation or amendment of any of the component parts of the Contract shall be valid unless in writing and signed by the Company.

## 4 PRICES AND ADDITIONAL EXPENSES

4.1 Price shall be as set out in any Quotation that has been incorporated into the Contract pursuant to clause 2 above and such prices shall be exclusive of Value Added Tax and, where delivery of such Goods is effected by the Company, shall be inclusive of packaging and delivery charges.

## 5 PAYMENT

5.1 Payment shall be made by the Customer within 14 days of the date of a VAT invoice and the Customer shall not be entitled to make any deduction against such invoice or withhold payment for any reason.

5.2 MJF reserves the right to claim statutory interest at 8% above the Bank of England reference rate in force on payments outstanding after the due date for payment and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

## 6 TITLE AND RISK

6.1 For the purpose of section 12 of the Sale of Goods Act 1979 the Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the Company.

6.2 Risk in respect of the goods shall pass upon delivery to the place of installation as specified in the Quotation or, if not specified, to the Customer's address.

6.3 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer, and the Customer shall keep as bailee and trustee for the Company (returning them to the Company upon demand), until the amount due under the invoice for them (including interest and costs) has been paid in full.

6.4 The Company may at any time before title passes and without any liability to the Customer repossess and dismantle all or any of the Goods and for that purpose or determining what if any Goods are held by the Customer and inspecting them enter any premises of or occupied by the Customer.

6.5 The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

## 7 INSTALLATION

7.1 The Customer shall provide, at the place where the installation is to be carried out, clear and level working areas and an adequate and continuous free supply of electricity and the Customer shall provide suitable storage facilities at or near the area of installation. Any Quotation is for work done between the hours of 09.00 hours to 17.00 hours Monday to Friday unless otherwise stated. Additional costs incurred by the Company as a result of overtime worked at the Customer's request will be charged to the Customer at the Company's standard rates from time to time.

7.2 The Company shall charge the Customer for any additional cost or expense incurred by it as a result of any delay or difficulty in off-loading or transporting the Goods to the place of installation or performance of the Services.

7.3 The Company shall serve the Customer with a notice of completion of the performance of the Services at such time in its absolute discretion as it considers the performance of such Services to have been completed.

## 8 DELIVERY AND PERFORMANCE

8.1 Delivery of the Goods and performance of the Services shall be made to the place specified on the Quotation and if not so specified to the Customer's address. The Company shall make every reasonable endeavour to satisfy any estimated delivery date but accepts no liability whatsoever for any delay incurred.

8.2 The Company may at its discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments, no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered, or undelivered Goods.

8.3 If for any reason the Customer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Company shall if its storage facilities permit store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the Customer shall be liable to the Company for the reasonable cost (including insurance) of such storage.

8.4 The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

## WARRANTIES

9

The Company warrants to the Customer that it shall perform the Services with reasonable skill and care.

9.1

The Customer acknowledges that the Company was not responsible for manufacturing the Goods. Accordingly, the Company does not provide the Customer with any warranty in respect of the quality or fitness for purpose of the Goods and shall not be responsible to the Customer for ensuring that the Goods comply with any applicable statutory requirements. However, the Company shall transfer the full benefit of any manufacturer's warranty or guarantee in respect of the Goods to the Customer.

9.2

Save as expressly set out in these Conditions, all warranties implied by statute or common law are excluded from this Contract.

9.3

The Customer acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation (unless fraudulent), warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

9.4

## CLAIMS NOTIFICATION

10

Any claims against the Company in respect of the provision of the Services must be made in writing to the Company within five working days of the date of performance or the date of the occurrence of the event giving rise to the claim.

10.1

Any claim under this condition must be in writing and must contain full details of the claim.

10.2

The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall if so requested in writing by the Company promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.

10.3

The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these conditions.

10.4

## CANCELLATION

11

If the Customer wishes to cancel the delivery of any Goods or performance of any Services in accordance with the Contract it shall notify such cancellation to the Company in writing. In the event of any such cancellation by the Customer it shall be liable to the Company for the payment of such cancellation charges as are set out in the Quotation.

11.1

Should the Customer be in breach of any contract with the Company or if the Customer becomes subject to the laws relating to insolvent debtors or if the Customer commits any act of bankruptcy or goes into liquidation or if a receiver or an administrative receiver is appointed of any of the Customer's assets, then the Company shall be entitled to withhold further deliveries until receipt of payment in advance thereof and may, at its option, and without prejudice to its other rights and remedies, cancel all undelivered goods ordered by the Customer.

11.2

## SCOPE OF CONTRACT

12

Under no circumstances shall the Company have any liability of whatever kind for:

12.1

Any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect from any instructions or materials provided by the Company;

12.1.1

Any Goods which have been adjusted, modified or repaired except by the Company;

12.1.2

The suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company;

12.1.3

Any substitution by the Customer of any materials or components not forming part of any specification of the Goods agreed in writing by the Company;

12.1.4

Any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations;

12.1.5

Any technical information, recommendations, statements or advice furnished by the Company its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or

12.1.6

Any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods, and the substituted materials or components are of a quality equal or superior to those originally specified.

12.1.7

## EXTENT OF LIABILITY

13

The Company shall have no liability to the Customer for any loss or damage (including direct loss, consequential or indirect loss, loss of profit, loss of business and loss of goodwill suffered or incurred by the Customer arising directly or indirectly or in whole or in part out of a breach by the Company of its obligations under the Contract whether or not such costs, claims, charges, demands, losses, liabilities, damages or expenses or the consequences of such a breach by the Company of its obligations were foreseeable at the date of the Contract) of any nature arising from any breach of any warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except for death or personal injury resulting from the Company's negligence or any fraudulent representations.

13.1

Without prejudice to any other provision of the Contract, if the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not of the correct quantity or do not comply with their description the Company shall, at its option, replace with similar goods any Goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice value or repair any damaged Goods.

13.2

The delivery of any repaired or replacement Goods shall be at the Customer's premises or other delivery point specified for the original Goods.

13.3

Where the Company is liable in accordance with this condition in respect of only some or part of the Goods or Services the Contract shall remain in full force and effect in respect of the other or other parts of the Goods or Services and no set-off or other claim shall be made by the Customer against or in respect of such other parts of the Goods or Services.

13.4

No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustments, alterations or other work carried out to the Goods by any person except the Company.

13.5

The Company shall not be liable where any Goods delivered to the Customer by any third party carrier are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by the Company at the prices ruling at the date of despatch.

13.6

In no circumstances shall the liability of the Company to the Customer under the Contract exceed the invoice value of the Goods or Services.

13.7

**CONFIDENTIALITY**

14 The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving  
14.1 from the Company or any other confidential information in relation to the Company's affairs or business or method of carrying on business.

**FORCE MAJEURE**

15 The Company shall not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control  
15.1 including, without limitation, strikes, lockouts, transport disruption, embargo, governmental legislation or regulation, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

**LAW AND JURISDICTION**

16 The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it  
16.1 except to the extent that the Company invokes the jurisdiction of the courts of any other country.