

# Cottonwood Interiors Limited

## Comp No 08876688

### Cabinetry, Carpentry and Joinery Commissions and Contracts

Product Details



Sub-Contractors



Warranties



Disclaimers



Terms and Conditions

**It is hereby considered that all Parties entering into a contract do so under the understanding that Cottonwood Interiors Limited, registered in the UK No: 08876688 is not know to trade as any other company.**



**Cottonwood Interiors Limited trade from Unit 6, Station Yard Industrial Estate, Oxford Road, Adderbury, Banbury OX17 3HJ and are not to be confused with any other company with a similar name or identity.**

## **General Product Specification**

**Each project is considered a bespoke commission, it is therefore the understanding of all Parties involved that all specifications where applicable will be agreed in advance and that the Project Proposal will be the total specification breakdown.**

**Where a more detailed breakdown is required this must be requested in advanced and signed by all parties, including any sub-contractors in advance of any works or manufacture commencing.**

## **Sub-Contractors**

**It is also the understanding that Cottonwood Interiors Limited do work with regulated and approved sub-contractors when necessary. It is agreed herewith that the responsibility to check that the contractors insurances and papers are all in order prior to commencement of any works for each individual project, is Cottonwood Interior Limited's and that a copy of papers can be made available upon request.**

**Cottonwood Interiors Limited have signed a "Sub-Contractor" Agreement with Cottonwood Interiors Limited and agree to be bound by the terms there within.**

## **PAYMENT TERMS (SUMMARY)**

1. These are our standard terms and will be used unless otherwise stated on your quote.
2. The quote is valid for 30 days from the date shown.
3. A 50% *non-refundable commissioning deposit* is required with your order. 45% on Manufacture.
4. Remaining balance - 5% on Completion plus additional costs previously agreed either verbally or in writing is required as cleared funds on completion day, unless otherwise agreed in writing.
5. Our lead time varies depending on a number of factors, and as such will be confirmed when your order is placed.
6. Your order will not be scheduled or a lead time given until we have received all of the following:-
  - Full details / survey / drawings of what you require;
  - Your deposit;
  - A written purchase order, including any special details/arrangements (or confirmation email);
  - Signed approval drawings, including any special details (or approval email).

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# Full Terms

## WARRANTIES

1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery (and will be free from defects in material and workmanship for a period of 5 years from the date of their initial use or 5 years from delivery whichever is the first to expire), this is unless an extension has been agreed prior to installation by Cottonwood Interiors Limited in writing, available on request at an extra cost to the client, known as "additional Warranty".
2. The Seller shall be under no liability under the above warranty or otherwise;
  - a. in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
  - b. in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval.
  - c. if the total price for the Goods has not been paid by the due date for payment.
  - d. to any person other than the Buyer who shall not be permitted to assign the benefit thereof to any third party.
3. The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit or any such warranty or guarantee as is given by the manufacturer to the Seller.
4. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law
5. The Buyer shall inspect the Goods prior to delivery. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the project specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller immediately or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
6. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
7. Where there are no defects in the quality or condition of part of the Goods and no failure of part to correspond with specification the Buyer shall not have any entitlement to reject the part, the whole or any of the Goods.
8. Except in respect of death or personal injury caused by the Seller's negligence, the Seller's liability to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions, shall be limited to the price of the Goods (or a proportionate part of the price).
9. If clause 8 is found to be unreasonable then the limitation of the Seller's liability to the Buyer is the contract price (or a proportionate part of the price).
10. If any clause or part of a clause herein is found to be unreasonable then it will not affect the validity of the remainder of the Seller's Terms and Conditions of Sale.
11. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or the Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-
  - a. Act of God, pandemic, explosion, flood, tempest, fire or accident;
  - b. War, threat of war, sabotage, insurrection, civil disturbance or requisition;
  - c. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - d. import or export regulations or embargoes;
  - e. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);
  - f. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - g. power failure or breakdown in machinery;
  - h. death or unforeseen illness of key workers involved in the project (every effort by the Seller in this instance will be made to continue works as efficiently as possible in-order to complete the project).

# **Disclaimers & General Installation Practices**

1. Prices are on a commissioned project only basis.
2. All prices shown are for our standard product specification. Any deviation from our standards will be charged for accordingly.
3. When pricing orangeries, the price shown includes only the frames, fascia / ring beam and roof lantern. It does not include ANY components for the flat roof or laminated beams etc.
4. All prices quoted are for bespoke products & designs, unless otherwise stated in our quotation. Materials to be used will be clarified in the project proposal.
5. All fascia boards and tongue & groove panels are priced as exterior grade MDF as standard. This is assuming the job is painted an opaque colour. If the job is to be stained, then they will be solid timber. This will incur additional costs.
6. Around 15m to 20m of flat 55mm D-mould trim is sent with each job as standard and is allowed for in the price shown. Any additional required will be charged for.
7. If the building to which our structure will be attached is exceptionally uneven, then additional charges will be made for increased design time and timber content etc.
8. Our standard fitting tolerance is 10mm overall (this will depend on the nature of the openings). It is deemed acceptable that some planing / cutting by the installers may be required on site to ensure a snug fit on certain items. Trims / cover strips may also be required to cover up any gaps on site.
9. Any bare timber exposed by cutting / planing / drilling on site should be touched in with the primer and paint provided. Any end grain exposed will be sealed using a standard end grain sealer before painting.
10. All frames will be installed level, upright and square. Although all our doors and sashes are pre swung in our factory, it may be necessary for small adjustments to be made to the locks / keeps / hinges after installation to make the windows / doors operate correctly.
11. All timber sections are at the discretion of Cottonwood Interiors Limited. We will use the sections and sizes of timber we feel give the best balance of structural integrity and aesthetics.
12. We use specially selected high quality Idigbo or Popular for most carpentry applications, which is a very durable and stable hardwood, other cabinetry projects we tend to use Oak, it is important to be aware that all timbers are a natural product, and although every precaution is taken, it will be prone to movement once it reaches site. This is due to a number of factors, such as temperature and humidity etc. Some of the defects that may occur are:-
  - a. shrinking / swelling of the timber (both in size and length);
  - b. splits / gaps appearing;
  - c. warping / bending / twisting of the timber;
  - d. bleaching (changing the colour of the paint in places);
  - e. timber colour variation;
  - f. joints between timbers swelling at different rates and becoming visible.

All of the above are considered natural and acceptable occurrences for timber products. No action will be taken by Cottonwood Interiors Limited unless the overall structural integrity is compromised or it is deemed to be due to sub-standard workmanship by Cottonwood Interiors Limited.

To minimise the effect of timber movement we use laminated timber in our doors, use ironmongery with maximum adjustment, and design in as much tolerance for movement as possible. In spite of all these precautions FLUSH style doors and windows may still swell enough to cause the door / sash to stick. Should this occur Cottonwood Interiors Limited will not make any free of charge visits to site to ease in sticking doors and sashes, unless the problem is deemed to be due to sub-standard workmanship by Cottonwood Interiors Limited.

We will always recommend using our storm proof (over rebated) doors and sashes, which have more tolerance and adjustment.

13. MDF window board will always be used as standard on opaque painted jobs.
14. All glazing carried out on site should be carried out in accordance with GGF recommendations.
15. The high tack security glazing tape we use is more than adequate to hold the glazing beads and plant-on glazing bars in place.
16. Site visits and replacement of items will only occur when all other reasonable solutions have been exhausted.
17. Any roof glass over 3m long will require a horizontal aluminium joining section. No timber purlin will be supplied beneath this unless specified / requested.
18. Prices shown include standard door hinge caps only. Decorative hinge caps will be charged as extras.

## **TERMS AND CONDITIONS FOR THE SALE OF GOODS**

### **1. Application of Conditions**

- 1.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.
- 1.2. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

### **2. Interpretation**

#### **2.1. In these Conditions:-**

<b>"Business Day"</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>"the Buyer"</b>	means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
<b>"the Contract"</b>	means the contract for the purchase and sale of the Goods under these conditions;
<b>"these Conditions"</b>	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
<b>"the Delivery Date"</b>	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
<b>"the Goods"</b>	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
<b>"month"</b>	means a calendar month;
<b>"the Seller"</b>	means Cottonwood Interiors Limited, a company registered in England under 08876688 and includes all employees or agents of Cottonwood Interiors Limited;
<b>"writing"</b>	includes any communications effected by telex, facsimile transmission, electronic mail, email or any comparable means.
<b>"Quotation"</b>	means: our quotation or tender to the buyer to supply the equipment or services including any drawings and specification referred to or contained therein. In these Terms and Conditions reference to the masculine are non gender specific or discriminatory and includes the feminine, the neuter and other wise, likewise to the singular include the plural and vice versa, as the context requires.

2.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **3. Basis of Sale**

- 3.1. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

- 3.3. Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:-the Seller's written acceptance:-delivery of the goods; or the Seller's invoice.
- 3.4. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

#### 4. **Orders and Specifications**

- 4.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.
- 4.2. The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 4.3. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 4.4. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 4.5. All orders are ONLY accepted when your deposit funds have cleared and been processed. All prices are in U.K (£) pounds and ARE SUBJECT TO FLUCTUATION, WE ENDEAVOUR TO OFFER THE LATEST PRICES BUT DO NOT GUARANTEE THEM. Final specifications can be discussed if you decide to take a quotation further, we are very flexible and any changes or amendments can easily be made. If you have any questions please do not hesitate to contact our team. If you would like to go ahead our basic terms are as follows: a non-refundable commissioning deposit is required, this is in-line with our standard terms and conditions, we would require the following stage payment arrangement of 50% commissioning deposit followed by 45% on manufacture and 5% on completion. Supply times vary, we usually quote a 6-10 week schedule for work depending upon receipt of deposit and final details, please note that this time can, in some circumstances be reduced, we will not be able to add any job to a timeline until the deposit has been received.
- 4.6. Any email or other acknowledgement of your order is merely to report that your request has been received and will be looked at, and does not in anyway denote acceptance of your order regardless of any wording on the acknowledgment.
- 4.7. WE reserve the right, at any time prior to acceptance, to refuse any order or any part of an order, or to require further or better information to enable it to evaluate and/or process the order.
- 4.8. All specifications are approximate only and the seller shall have no liability in respect of any deviation there from.
- 4.9. WE shall have no liability in the event of the goods infringing or being alleged to infringe the rights of any third party. In the event that the goods are or maybe the subject of third party rights, the seller shall be obliged to transfer any such title he has but without prejudice to the rights of a consumer for a remedy in the event of total or partial non-performance.
- 4.10. Delivery may be affected in one or more instalments. Delivery dates are approximate and no liability whatsoever is accepted in respect of late deliveries.
- 4.11. All personal details and sensitive information will be kept and monitored in line with our privacy policy which follows the new GDPR regulations and guidelines.

5. Description

a. The description of the equipment shall be as set out in our quotation or product descriptions.

b. We shall be entitled, without adjustment to the price stated in the quotation, to make such minor variations to the design of the equipment or to substitute for the equipment referred to in the quotation, equipment of the same or better quality, if we consider such variations or substitution reasonably necessary for the proper performance of the equipment.

c. All drawings, descriptive matter, specifications and advertising issued by us and any description or illustration contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the equipment described in them. They will not form part of this contract. They remain our property and may not be used to gain quotations or likened to other company's products or services.

6. **Price**

6.1. Unless expressly stated otherwise by US, all prices quoted are excluding, plumbing, electrical and gas works, tiling, flooring and decorating works, waste disposal and skip hire costs, installations costs quoted are subject to change and are a guidance only. WE accept no liability for, and reserve the right to amend or change these guideline costs. It is vital that you carefully study your proposal and order conformation.

6.2. In the event of the Buyer cancelling or amending part of the order, in accordance with the provisions of clause 12 we reserve the right to revise the price or prices quoted for goods already delivered.

6.3. The price of the Goods shall be the price listed on the quote supplied current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

6.4. In the event that there is a pricing error on a quotation then Cottonwood Interiors Limited, will not be bound to honour any orders made at that price. Disclaimers and limitations on Cottonwood Interiors liability without prejudice to statutory rights afforded to purchasers off products. The information and materials contained within any quotation, including & without limitation: text & graphics, are provided as is and with no warranty. Cottonwood Interiors Limited does not represent or warrant that the information is accurate, complete/ current. Price and availability information is subject to change without Cottonwood Interiors Limited having to give notice.

6.5. Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.

6.6. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

6.7. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to make additional charges for extra design work necessitated by the supply of incorrect or incomplete information relating to an order by the Buyer or the Buyer's nominated person(s) (eg. the Buyer's architect, builder, surveyor etc.), or by the changing of the original design at the request of the Buyer at any point after the initial design work has been undertaken by the Seller.

6.8. [The Seller will allow the Buyer quantity discounts subject to and in accordance with the conditions set out in the Seller's published price list for the Goods current at the date of acceptance of the Buyer's Order.]

6.9. [Any settlement discount specified by the Seller in the Contract will be allowed by the Seller to the Buyer in respect of Goods for which payment is received by the Seller on or before the due date and otherwise in accordance with the payment terms set out in these Conditions and provided that no other amounts owing by the Buyer to the Seller are overdue and unpaid.]

- 6.10. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging and transport.
- 6.11. The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

## 7. **Payment**

- 7.1. Unless credit facilities have been granted to the Buyer or unless otherwise specifically provided in writing, the price for the goods shall be paid by the Buyer according to the terms stated on the quotation, usually in advance of delivery and WE shall be entitled to withhold delivery until AGREED STAGE payment has been received.
- 7.2. If the Buyer fails to pay US any sum due pursuant to the Contract, the Buyer will be liable to pay interest to US on such sum from the due date for payment at the annual rate of 6% above the base lending rate of NAT WEST Bank Plc accruing on a daily basis until payment is made, whether before or after any judgement. WE reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.3. Unless otherwise expressly agreed upon in writing, no other discounts or commissions are to become due or allowable to the Buyer (any previous course of dealing between the parties notwithstanding).
- 7.4. As a matter of policy you will receive an email to confirm your Order, a copy of these Terms and Conditions are available on request.
- 7.5. We DO NOT ACCEPT Cheques, payments can be made via Telegraphic Transfers, BACS or Bank transfer, should be made payable to: Cottonwood Interiors Limited, TIDE Business Current Account to Account no: 14134537 Sort code: 04-06-05 Bank Address: Tide, 5th Floor, 1 Appold Street, London, EC2A 2UT
- 7.6. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods as follows:-
- 1) 50% Commissioning Deposit on Order
  - 2) 40% On Manufacture
  - 3) 10% On Delivery plus any additional/adaptational costs previously agreed either verbally or in writing by both parties.
- 7.7. The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction credit or set off) as per the invoice terms allocated and no later or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Individual Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of Cottonwood Interiors Limited the Contract. Receipts for payment will be issued only upon request.
- 7.8. All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.
- 7.9. The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding Clause 6.2 of these conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

## 8. **Delivery**

- 8.1. Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 8.2. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

- 8.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 8.4. If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.
- 8.5. Where goods are offered for delivery to a site, OUR obligation is to deliver as near to the site as roads permit. The Buyer is responsible for ensuring access is of suitable standard as not to endanger the deliverer.
- 8.6. If the access is deemed unsuitable or unsafe WE reserve the right to refuse to unload the goods. The Buyer shall then be deemed responsible for unloading the goods or for any further costs incurred thereafter.
- 8.7. On delivery, the Buyer or his agents shall examine the goods for defects and completeness. Thereafter, no claim for damage in transit, for shortage in delivery or for loss of goods will be accepted. In all cases, a signature shall be deemed to be an unconditional acceptance of the goods.
- 8.8. WE shall not, in any circumstances, be liable, whether in contract or tort, to the Buyer for any indirect or consequential loss of damage (including, without limitation, loss of profits, loss of contracts or damage to property) or for any claim against the Buyer by any third party.
- 8.9. OUR liability for damage or non delivery of the goods, duly notified in accordance with the above, shall in any event, be limited to replacement of the goods within a reasonable time or, at OUR option, refunding the price thereof, whether the damage or non delivery is due to OUR negligence or otherwise.
- 8.10. WE will deliver to the address of the buyer as shown on the quotation. The buyer shall be deemed to have accepted the Goods, once installation has been completed and we are in receipt of the final payment. The buyer shall not be entitled to reject the goods in whole or part after this transaction has taken place.
- 8.11. The goods shall remain the property of OUR COMPANY Cottonwood Interiors Limited, until such time as payment in full cleared funds have been received from the client. WE reserve the right to remove the goods supplied if after the final completion/fit day and cleared funds become due but full and final payment is not received.
- 8.12. The goods shall be at the risk of Buyer following delivery. This notwithstanding the goods shall remain OUR property until payment in full has been received.
- 8.13. Without prejudice to the statutory rights afforded to consumers under English law, WE accept no liability for any failure to ship products where this results from its inability to do so resulting from acts of god, civil commotion, riots, flood, draught, fire, legislation or other factors outside its control, or its decision on reasonable grounds not to do so for reasons of suspicion of credit card fraud or similar, provided that it takes all reasonable steps to notify you within 30 days of order placement that products will not be shipped as ordered. In such cases WE will not process any payment or will immediately refund any payment made, in full. It is your responsibility to ensure that you order from US with sufficient lead-time to prevent any loss or disappointment resulting from such non-shipment.
9. **Non-Delivery**
- 9.1. If the Seller fails to deliver the Goods on the Delivery Date agreed other than for reasons outside the Seller's reasonable control or if the Buyer's or its carrier's are at fault:-

if the Seller delivers the Goods at any time thereafter the Seller shall have no liability in respect of such late delivery.

## 10. Additional Loss and Expense

- 10.1. If the commencement or regular progress of the Contract is delayed or disrupted by any act, omission or default of the Buyer or any person for whom the Buyer is responsible, the amount of any loss and expense incurred by US as a result of such act, omission or default, shall be paid by the Buyer to US.
- 10.2. The Buyer shall pay to US any loss and expense incurred by US in the carrying out of the Contract arising out of any breach or act of interference on the part of the Buyer or any person for whom the Buyer is responsible, including any failure to comply with the provisions of clause 8.
- 10.3. The Buyer shall not be entitled to vary the Contract except with the prior approval in writing of OUR COMPANY.

The project proposal covers only the furniture, equipment and services specified in it that you will receive from US, any other works referred to in the quotation are subject to the individual tradesman's/contractors terms and conditions and Cottonwood Interiors Limited accepts no liability what so ever for any order of or works carried out by other tradesman or contractors. Any subsequent alteration by the Buyer as to the content of the equipment and services will involve an adjustment of the price. If any costs are increased as a result, the Buyer agrees that they will pay such increased price in accordance with the payment terms agreed within the Contract.

## 11. Buyers Obligations

Unless otherwise stated in the Project Proposal, the Buyer shall or shall cause his agents to:

- 11.1. Design and construct proper and accurate supports, foundations or seating in compliance with any requirements stipulated in the Installation Instructions provided by US and suitable in all respects for the construction or installation of the Equipment.
- 11.2. Be responsible for ensuring the site is cleared and ready for installation.
- 11.3. Ensure that all items or equipment that is required for the installation, and has previously been declared as such, shall be available to ensure the installation can proceed. If any costs are incurred as a result of the said equipment not being available, the Buyer agrees that he will pay such costs in accordance with the payment terms agreed within the Contract.
- 11.4. If, after the normal installations are complete, the Buyer wishes to instruct a third party to carry out further works that prevent our installation from full completion, the Buyer shall then be liable to pay the balance/completion payment in full. The final installation shall then be finalised at a date that is suitable for both the Buyer and Us.
- 11.5. If the buyer engages a third party to fit worktops, WE will fit base cabinets to templating standards, including all other items that can reasonably be fitted prior to worktop installation. All post worktop-fitting items will then become the responsibility of the Buyer to install. All installations of goods supplied by Us and installed by a third party shall be liable to correct installation according to the manufacturer's instructions. If any costs are incurred as a result of incorrect installation by a third party, the Buyer agrees that he will pay such costs in accordance with the payment terms agreed within the Contract.
- 11.6. If items are supplied to the customer on a supply only basis the buyer agrees that once delivery has been satisfactorily completed any further costs are the buyers responsibility, the goods must be paid for in full cleared funds prior to or on delivery Once the buyer has taken delivery Cottonwood Interiors Limited accepts no liability or responsibility for the order in any way.

## 12. Inspection/Shortage

### 12.1. ACCEPTING DELIVERIES PROCEDURE

If goods are delivered by a third party - when you accept a delivery, please ensure that you either.

- 12.2. Check the contents, and then sign: "received in good condition" - Please always take photographic evidence.
- 12.3. Don't check the contents, and then sign: "unexamined" - Please always take photographic evidence.

- 12.4. If part of your order is missing, then sign: "consignment short" - Please always take photographic evidence.
- 12.5. If you later find the goods to be damaged, PLEASE INFORM US BY 1200 HRS (12:00 midday) THE VERY NEXT DAY! This must be followed up by notification in writing/email within 12hrs. This is very important; if we do not receive notification within the specified period we cannot claim against the delivery company and or supplier. They will refute our claim, as we did not inform them according to their Terms & Conditions. We in turn will then refute your claim, as you did not follow this procedure addendum to our Terms & Conditions.
- 12.6. Keep a hold of the damaged items, do not dispose. They will be collected & returned for inspection & replacement in due course. Please always take photographic evidence.
- 12.7. The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be. Please always take photographic evidence.
- 12.8. Where the Goods cannot be examined and where applicable the carriers note or such other note as appropriate shall be marked "not examined". Please always take photographic evidence.
- 12.9. The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 24 hours of delivery detailing the alleged damage or shortage.  
- Please always take photographic evidence.
- 12.10. In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.
- 12.11. Subject to condition 9.3 and condition 9.4, the Seller shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.
13. **Risk and Retention of Title**
- 13.1. All Equipment/Furniture etc supplied by Cottonwood Interiors Limited to the Buyer shall remain OUR property until paid for in full and upon delivery, duly signed for by the Buyer or a representative/agent of the Buyer.
- In the event of any default by the Buyer in payment under the Contract, WE shall be entitled, without prejudice to any other rights of OUR COMPANY, including but not by way of limitation to payment of the price for the Contract in full, to enter the Buyer's or his agent's premises or the site and dismantle and remove any Equipment supplied pursuant to the Contract and the Buyer hereby grants to US an irrevocable licence to enter upon their premises or the site for this purpose.
- 13.2. Risk of damage to or loss of the Goods shall pass to the Buyer at:
- in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
- in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery; or
- if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 13.3. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 13.4. [Sub-clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.]
- 13.5. Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks

- 13.6. In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.
- 13.7. [The Seller may, in accordance with the provisions of the Companies Act 1985, register any charge created by these Conditions.]
- 13.8. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 13.9. The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.4.
- 13.10. The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:-

The Buyer commits or permits any material breach of his obligations under these Conditions;

The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

#### 14. **Assignment**

- 14.1. The Seller may assign the Contract or any part of it to any person, firm or company.
- 14.2. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

#### 15. **Defective Goods**

- 15.1. If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within 24 hours of such delivery, the Seller shall at its option:-

replace the defective Goods within 30 days of receiving the Buyer's notice; or

refund to the Buyer the price for the goods which are defective;

but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as aforesaid.

- 15.2. No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

- 15.3. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 15.4. Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.5. Where the Goods are sold under a consumer sale the statutory rights of the Buyer are not affected by these Conditions.
- 15.6. Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 15.7. The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

## 16. **Quality**

- 16.1. Cottonwood Interiors Limited warrant that (subject to other provisions of these Terms and Conditions) upon delivery and for a period of 12 months from the date of delivery, all furniture and equipment will:
- 16.2. Be of satisfactory quality within the meaning of the Sale of Equipment Act 1994. Be fit for any particular purpose for which the Equipment or furniture is bought if the Buyer had made known that purpose to US in writing and WE have confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of OUR COMPANY.
- 16.3. WE shall not be liable for a breach of the warranty in clause 11a unless;
- 16.4. The Buyer gives written notice of the defect to US and (if the defect is as a result of damage in transit) to the carrier, within 24 hours of the time when the Buyer, or his agents, discovers or ought to have discovered the defect;
- 16.5. WE are given a reasonable opportunity after receiving the notice of examining such Equipment.
- 16.6. WE shall not be liable for a breach of the warranty in clause 13a i.
- i. The Buyer makes any further use of such Equipment after giving notice; or
  - ii. The defect arises because the Buyer, or his/her agents, failed to follow OUR written and oral instructions as to the storage, installation, commissioning, operation and maintenance of the Equipment; or
  - iii. The Buyer, or his/her agents alters or repairs such Equipment without the written consent OUR COMPANY
- 16.7. Subject to clauses 13b and 13c, if the Equipment does not conform with the warranty in clause 13a, WE shall at OUR option repair or replace such Equipment or furniture (or the defective part) or refund the price of such Equipment or furniture at the pro rata Contract rate provided that if WE so request the Buyer shall, at THEIR expense, return the Equipment or furniture or the part of such Equipment or furniture which is defective, to US. WE will not be liable for any further costs.
- 16.8. WE comply with clause 13e, it shall have no further liability for a breach of the warranty in clause 13a in respect of such Equipment or furniture. Any Equipment or furniture replaced will belong to US and any repaired or replaced Equipment will be guaranteed on these terms for the unexpired portion of the twelve (12) month period.
- 16.9. WE do hereby disclaim any and all responsibility to the claimed capability or otherwise of the Client Specified Equipment. In the event of a breakdown or malfunction please refer to manufacturer.

16.10. Products & Services purchased from US are warranted in accordance with English Law. Nothing here is to be taken to exclude or restrict any rights which the applicable law grants available to consumers in respect of our provision of such Products & Services. Certain Products may be subject to additional warranties or guarantees given by the manufacturers directly. Such warranties or guarantees are not enforceable by US, only the manufacturers directly.

## 17. **Buyer's Default**

17.1. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

cancel the order or suspend any further deliveries to the Buyer;

appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

17.2. This condition applies if:-

the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or the Buyer ceases, or threatens to cease, to carry on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

17.3. If Condition 13.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 18. **Limitation of Liability**

18.1. Subject to condition 7, condition 8 and condition 13, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

any breach of these conditions;

any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods;

and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

18.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

18.3. Nothing in these conditions excludes or limits the liability of the Seller:

for death or personal injury caused by the Seller's negligence; or  
for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

for fraud or fraudulent misrepresentation.

18.4. Subject to condition 14.2 and condition 14.3: the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**19. Cancellation of Orders**

- 19.1. Contracts and orders and parts thereof may be cancelled only by written acceptance of such cancellation from US. Where WE accept such cancellation, WE reserves the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation.
- 19.2. Where OUR COMPANY does not accept such cancellation, WE reserves the right to recover the invoice price from the Buyer and to charge the Buyer with additional losses both direct and indirect resulting from such cancellation.

**20. Confidentiality, Publications and Endorsements**

- 20.1.** The Buyer undertakes to the Seller that:-

the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor; the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

- 20.2. This Condition shall survive the termination of the Contract.

**21. Communications**

- 21.1. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:  
(in the case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or  
  
(in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company); or  
  
(in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

- 21.2. Communications shall be deemed to have been received:

if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

if delivered by hand, on the day of delivery; or

if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

- 21.3. Communications addressed to the Seller shall be marked for the attention of Jason Evans. Cottonwood Interiors Limited and delivered to the registered address.

22. **Force Majeure**

- 22.1. In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 17.2), pandemic the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 22.2. Sub-clause 17.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 22.3. Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- 22.4. If and when the period of such incapacity exceeds 12 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

23. **Waiver**

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

24. **Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

25. **Insolvency/Bankruptcy**

- 25.1. WE shall have the right to terminate the contract forthwith where the Buyer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or being a corporate body enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases WE shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable. No refunds will be offered.

26. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts Rights of Third Parties Act 1999.

27. **Governing Law and Jurisdiction**

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

- 27.1. WE do not accept liability for damage to property where & to the extent that it arises from negligence by US or our employees/agents. Compensation will be limited to £10,000.00 (ten thousand UK pounds Sterling) for any single occurrence or a series of occurrences resulting from a single occurrence.
- 26.2. These Terms and Conditions shall be governed by and construed according to English Law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts. This agreement is solely between US and the client, any and all subcontractors will issue their own terms & conditions to the client, and acceptance of these is a matter for those parties.
- 26.3. The laws of England & Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England & Wales.