Bailey Street Furniture Group Limited
Terms and Conditions of Sale

1. GENERAL - (A) All Quotations are given, and all Orders are accepted exclusively on these terms, which supersede any other terms appearing in the Seller's catalogue or elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by the Buyer (which expression includes any person, corporation or other legal entity and the Buyer's successors and assigns), whether in the Buyer's Order or in any negotiation and any course of dealing established between the Seller and the Buyer. All Orders hereafter placed by the Buyer shall be deemed to incorporate these terms. (B) The Buyer acknowledges that there are no representations outside these terms and the Seller's written Quotation which have induced the Buyer to enter into the contract. (C) No modification of these terms shall be effective unless made by an express written agreement between the parties. The signing by the Seller of any of the Buyer's documentation shall not imply any modification of these terms. (D) Nothing in this contract confers on anyone other than the parties to it any right pursuant to the Contracts (Rights of Third Parties) Act 1999.

2. QUOTATIONS - Quotations are subject to withdrawal at any time before receipt of an unqualified Order from the Buyer.

3. THE GOODS - All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein, and nothing contained in any of them shall form any part of the contract nor shall the Buyer rely on them as the basis of any collateral contract or warranty.

4. THE PRICE - (A) The Buyer's stated dates for delivery of Goods, detailed in the Buyer's purchase Orders/Subcontracts, are binding. Once an Order has been acknowledged by the Seller, it is the Buyer's obligation to receive the Goods in question within the said timeframe, unless otherwise agreed in writing by the Seller. Due to volatile raw material prices, the Seller reserves the right to review material and storage costs if delivery falls outside of the agreed programme period and, where necessary, adjust the stated price accordingly. (B) Prices quoted by the Seller include delivery and, where requested, installation but not VAT unless otherwise stated. Unless a Buyer from an EU Country proves their Company is VAT registered, it will be added to the invoiced Price. The Seller reserves the right to increase the Price of the Goods before delivery by an amount equivalent to any increase which may have arisen in the cost to the Seller of freight shipment or carriage (including insurance if requested by the Buyer) of the Goods in the course of delivery to the Buyer. (C) Where Prices are quoted Ex Works (Adlington) and where the Seller has undertaken to provide or arrange carriage from its works to the place of delivery specified by the Buyer, such carriage and any associated insurance shall be arranged as agent for the Buyer and charged in addition to the Price unless otherwise expressly agreed by the Seller in writing.

5. CANCELLATION - The Buyer may not cancel the contract without the written consent of the Seller, which, if given, shall be deemed to be on the express condition that the Buyer shall indemnify the Seller fully against any and all loss, expense, costs, damage, claims or actions (both direct and consequential), arising out of such cancellation. Any cancellation request by the Buyer must be made in writing to the Seller.

6. PAYMENT - (A) Unless otherwise agreed, the Goods are sold subject to payment of the whole Price without deduction, by BACS or similar bank transfer or irrevocable Letter of Credit or other instrument acceptable to the Seller drawn on a major London bank in favour of the Seller payable at sight or before the expiry of such period specified on the quotation. (B) Where the Goods are to be supplied, or payment therefore is to be made by instalments, the failure of the Buyer to pay any instalment in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach of contract. (C) Interest on all sums due shall run at the rate of 18 per cent per annum compounded annually until payment is received after as well as before any judgment therefor. (D) Payment shall be made in the currency specified in the Quotation at the office of the Seller without any deduction by reason of any alleged counterclaim or otherwise howsoever. If no other currency is specified, payment shall be made in the currency in which the Prices are expressed on the Quotation.

7. DELIVERY - (A) Delivery dates are approximate only and time is not of the essence. Notwithstanding Clause 5 above, the Buyer shall be entitled to cancel the contract, by giving notice to the Seller, if the Goods are not delivered within a period of three times the delivery period specified as extended by any of the clauses listed in sub-clause (C) of this Clause. In no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for late delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising therefrom. (B) If for whatever reason the Buyer is not able to accept delivery of the Goods as provided in the Quotation or Order and under these Conditions, all additional storage, insurance, handling and transportation costs thereby incurred shall be for the account of the Buyer and the Buyer shall forthwith on demand indemnify the Seller against all such costs incurred by the Seller or other costs, expenses and charges arising from the Buyer's failure or neglect. (C) Should the Seller be prevented from or hindered in delivering the Goods or any part thereof by reason of war, riot, terrorism, explosion, fire, flood, strike, lock-out, shortage of materials or labour or any cause beyond the Seller's control, the time for delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased. (D) Where the price quoted includes delivery and, where applicable, installation, delivery shall be deemed to take place when the Goods are delivered to the delivery address specified on the Order and installed in good working order as determined by the Seller in accordance with Clause 8(A) below; where the price quoted is Ex Works, delivery shall be deemed to take place when the Goods are despatched from the Seller's works. (E) The Seller shall not be liable for any loss of any kind to the Buyer arising from any damage to the Goods occurring after the risk has passed to the Buyer however caused, nor shall any liability of the Buyer to the Seller be diminished or extinguished by reason of such loss. (F) The Buyer shall provide full and proper security for the Goods from the time of physical delivery of the Goods to the site specified in the quotation and shall provide the proper and safe conditions of work for all personnel installing the Goods. The Buyer will indemnify the Seller for all loss or damage suffered arising out of a breach of this sub-clause. (G) It is the Buyer's responsibility to ensure that the site is suitable in all respects for the delivery of the contract Goods and the Seller shall not be responsible for any loss, costs, claims, demands, damages, liabilities or proceedings by reason of the site not being suitable or adequate for that purpose.

8. PASSING OF RISK AND PROPERTY - (A) Risk of loss or damage to the Goods shall pass to the Buyer from the time the Goods are delivered to and, where applicable, installed, in good working order at the Site specified on the Quotation, either as determined by the Seller whose written statement to that effect shall be deemed conclusive, or (in the case of a sub-contract to which Condition 15 applies) on the date on which Practical Completion is certified as having occurred. The Goods shall be deemed to be installed and in good working order notwithstanding items of a minor nature requiring rectification or amendment provided that they do not render the Goods incapable of being used. (B) Notwithstanding the foregoing, legal title to the Goods shall not pass to the Buyer until the whole of the Price has been paid, and until payment the Buyer shall hold the Goods on trust for the Seller. (C) The whole of the Price shall not be treated as paid until any cheque, Letter of Credit, bill of exchange or other instrument of payment given by the Buyer has been met on presentation or otherwise honoured in accordance with its terms. The Seller may sue for the whole of the Price at any time after it has become payable. (D) The Buyer shall not pledge the Goods, or allow any lien to arise thereon, or remove or alter any labelling thereon. (E) If the Buyer defaults in the punctual payment to the Seller of any part of the Price then the Seller shall be entitled to the immediate return or recovery of all Goods sold by the Seller to the Buyer in which the legal title has not passed to the Buyer, and the Buyer irrevocably authorises the Seller, its employees or agents to recover those Goods and to enter any premises in the occupation or control of the Buyer for that purpose including where necessary detaching, dismantling and removing Goods already installed, causing as little damage as practicable, and the Buyer shall fully indemnify the Seller against any resulting loss or damage and related claims. (F) Demand

for or recovery of those Goods by the Seller shall not of itself discharge either the Buyer's liability to pay the whole of the Price and take delivery of the Goods or the Seller's right to sue for the whole of the Price.

9. INSPECTION OF GOODS - The Buyer shall inspect the Goods immediately on delivery and shall within 24 hours from such delivery give notice to the Seller of any matter or thing by reason whereof the Buyer may allege that the Goods are not in accordance with the contract. If the Buyer shall fail to give such notice, the Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be deemed to have inspected and accepted the Goods accordingly.

10. 1 YEAR LIMITED WARRANTY AGAINST DEFECTS - (A) The Seller will make good by repair or at the Seller's option by the supply of a replacement, defects which under proper use appear in the Goods within a period of 1 year after the Goods have been delivered and arise solely from faulty materials or workmanship provided always that prompt notification of the defect is given to the Seller and/or damaged part of the Goods are retained for inspection and if replaced become the property of the Seller and provided always that the Buyer has complied fully with the Seller's standard requirements and conditions for maintenance and use of the Goods. (B) Save as provided in this Clause or any extended express warranty, the Seller shall not be under any liability, whether in contract, tort or otherwise in respect of defects in the Goods or failure to correspond with the specification or suitability for any purpose including the purpose for which such Goods are generally used or any other purpose whether made known to the Seller or otherwise (but only to the extent permitted by law) for any injury, damage or loss resulting from such defects or from any work done in connection therewith. In no circumstances shall the Seller be liable for consequential, exemplary or punitive damages and in any event the overall liability of the Seller to the Buyer or his Contractor and/or any person(s) claiming through them shall not exceed and shall be limited to the price paid to the Seller for the Goods concerned.

11. INDEMNITY - The Buyer shall indemnify the Seller in respect of all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges, or expenses in connection therewith arising during the installation or from the condition or use of the Goods in the event that the damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Buyer or his servants or agents or his Contractor and any other Sub-Contractor or their respective servants or agents.

12. ARBITRATION - (A) All disputes, differences or questions arising out of the contract or as to the rights or liabilities of the parties thereunder or in connection therewith or as to the construction or interpretation thereof shall be referred to the arbitration of a single arbitrator to be agreed between the parties or, in default of agreement, appointed at the request of any party by the President for the time being of the Chartered Institute of Arbitrators. Arbitration shall take place in English in London and shall be conducted in accordance with the arbitration rules for the time being of the Chartered Institute of Arbitrators.

13. PROPER LAW - The contract shall be governed by and interpreted in accordance with English Law, and subject to the provisions of Clause 12 hereof the Buyer submits to the non-exclusive jurisdiction of the High Court of Justice in England, but the Seller may enforce the contract in any court of competent jurisdiction.

14. ASSIGNMENT - The Buyer shall not assign any benefit under the contract without the consent in writing of the Seller, which may if given, be on such terms as to guarantee or indemnity or otherwise as the Seller thinks fit.

15. SUB-CONTRACTING - Alternatively, if Buyer desires that the Seller shall enter into a sub-contract with a main Contractor employed or to be employed by Seller for the construction of works including the supply and installation of the Goods, the Buyer may by giving Seller a written instruction require Seller to negotiate with the Contractor in good faith and use reasonable endeavours to conclude a sub-contract with the Contractor for the supply and installation of the Goods. The following terms shall apply:

i) The Seller retains the right of reasonable objection to onerous terms of sub-contract. (Unamended NSC/C or DOM/1 terms are deemed reasonable).
ii) The Seller may decline to contract with the Buyer's Contractor if his financial stability or average payment period is unacceptable to the Seller unless the Client secures payment of the Price of the Goods to the Seller's satisfaction by written guarantee or other form of security.
iii) Nothing in any Sub-Contract shall take effect directly or indirectly so as to impose any greater liability of the Seller to the Buyer or his Contractor or any person claiming through either of them than is expressly provided for by this contract.
iv) Proper performance by the Buyer's Contractor of any obligation to the Seller under the sub-contract discharges the corresponding obligation of the Buyer to the Seller under this contract and proper performance by the Seller of any obligation to the Buyer's Contractor under the sub-contract discharges the corresponding obligation of the Seller to the Buyer under this contract.
v) All instructions or notices given in writing or otherwise by the Buyer's Contractor or the Buyer's Architect or Contract Administrator or Employer's Agent to the Seller are given as agent for the Buyer.
vi) Where the Construction (Design and Management) Regulations 2015 (SI 2015/51) apply to the works of which the installation of the Goods forms part, the Seller will comply with its duties under the Regulations and duly co-operate with the Client's appointed Principal Designer and Principal Contractor on health and safety matters governed by the Regulations.

16. NOTICES - Any notice given under or pursuant to the contract may be delivered by hand or sent by registered or airmail post or e-mail to the address of the relevant party specified overleaf. Any such notice shall be deemed to have been received when delivered if delivered by hand, when despatched if sent by e-mail, and 5 business days after posting if sent by registered or airmail post.

17. TERMINATION - (A) Either party can terminate the contract if the other party is insolvent or bankrupt according to the laws of the Country in which that party resides or has its principal place of business or if the other party goes out of business or ceases to exist legally. (B) The Seller can terminate the contract immediately upon giving written notice if all or part of the Price or any other amount due from the Buyer remains unpaid for 28 days or more after the due date. At its sole discretion, the Seller is entitled under clause 8(E) above to recover possession (if necessary) of the Goods and resell them. (C) Termination of the contract (howsoever occurring) is without prejudice to the accrued rights and remedies of the parties and the terms of any sub-contract between the Seller and the Buyer's Contractor.

Document last reviewed
26th October 2026