



TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

We require a purchase order signed off by an appropriate authorized signatory. We will not be able to process any orders without this document and by supplying this document you (the customer) accept that we (Harris Brothers Contract Furniture Limited) and you (the customer) have entered into a legally binding agreement to proceed.

In the event (i.e. technology related issues or other extenuating circumstances to be reviewed by Harris Contract Furniture Limited) that an order has to be placed without a signed purchase order with the only means being email, fax or letter then we will accept an instruction to proceed under the same conditions that we (Harris Brothers Contract Furniture Limited) and you (the customer) accept that we have entered into a legally binding agreement.

These terms and conditions ensure that you are aware of our obligations to you, our customer, and what we require from you, as your supplier. Your statutory rights as the buyer are not affected by these conditions.

We reserve the right to change any product prices, product specifications, and availability at any time. All prices and descriptions supersede all previous publications. If you (the customer) require us (Harris Brothers Contract Furniture Limited) to design a bespoke product, then we need all of your requirements clearly expressed with a corresponding purchase order.

1. New Accounts and Pro-Forma Invoicing

New accounts may be opened upon the receipt of your bank details and two trade references being received and you (the customer) agree to be subject to a credit check provided either by Experian or Equifax. Meanwhile, orders will be accepted and dealt with by payment made upon Pro-Forma Invoicing. Pro-forma invoices are valid for 21 days and goods should be re-ordered after that time if still required.

a) If you are an account holder you will have one calendar month, from the invoice date, to settle the invoice. Extended terms are not available. We reserve the right to charge interest at 2% per month, or part of, over the LIBOR base rate on all overdue accounts.

b) If you don't have an account payment is by Pro-Forma invoice. In such cases the following methods of payment are acceptable.

1) Cleared funds prior to delivery

2) Bankers draft from a reputable bank 5 days prior to delivery

3) Bank transfer. Barclays Bank Sort Code: 20-13-34, Account: 9379-7562

c) We do reserve the right to ask for a 50% deposit or advanced payment before your order can be processed.

d) Acceptance of the Pro-Forma invoice in writing is deemed to be acceptance of the contract as set out in these terms and conditions.



e) Unfortunately, we do not accept debit or credit card payments.

3. Delivery

a) Any delivery date quoted is a genuine estimate and shall not be legally binding on the Seller.

b) Time of delivery shall not be the essence of the contract.

c) In the event of us being unable to supply goods subsequently to receiving an order, we shall not be liable for any incidental or consequential loss arising.

d) It is your responsibility to ensure the goods delivered are as ordered and that they are of satisfactory quality.

e) We strongly recommend that you check the correct description and quantity on the goods delivery note. In the event of any discrepancy whatsoever, you must notify us before the end of the next working day and before the goods are used in any way.

f) When you accept delivery please sign the delivery note. We recommend all goods are checked upon delivery. Unfortunately writing "unexamined" or "unchecked" will not be acceptable. If the item is damaged, please retain the packaging. All claims for loss or damage must be made before the end of the next working day.

g) In all events, the limits of liability for any fault or defect shall not exceed the purchase price of the item.

h) We cannot accept any liability for delays caused by any circumstance beyond our control.

i) For delivery purposes, we can manufacture our furniture for assembly on site in case you have restricted access to your premises. It is vital however that you give us this information when placing the order as later changes to the design are chargeable.

j) We only deliver to UK destinations.

4. Returns

We hope you are happy with your purchase however if you are not please note the following terms.

a) If you have any fault due to poor manufacture we will repair or replace your furniture at no cost to you. We will only replace like for like, you cannot change any of the sizes, fillings or fabric. This guarantee excludes normal wear and tear. Changes can be made at an extra cost, please request a quotation.

b) We reserve the right of discretion, to accept/or refuse the return of any goods supplied.

c) It is your responsibility to ensure that all goods returned are properly packed and returned in good condition. Damaged goods cannot be exchanged for credit.

d) If you return the goods and upon examination, we find that there is a discrepancy in the reason stated why you returned the goods then we reserve the right to refuse the credit.



e) If a fault is discovered after the goods have been exported out of the UK by you, it is your responsibility to return the goods to the UK at your cost for inspection. If a repair or replacement is produced by us we will only deliver the goods to a UK destination. If you then wish for the goods to be exported, it will be your responsibility to do this at your cost.

5. Risk and Title

a) The risk of the goods shall pass to you on delivery but goods shall remain our property until the goods are paid for in full. In the case of payment by cheque, this will be when the funds have cleared our account.

b) Until you become the owner of the goods you shall not sell the goods or part with possession of the goods.

c) We may, for the purpose of recovery, enter any premises where the goods are stored for the reason of repossession.

6. Bespoke Orders

a) Acceptance of bespoke design must be confirmed in writing prior to you prior to the production of furniture, this is to avoid any misunderstandings between the parties.

b) We will provide an estimate of the time taken to complete a particular job depending on the complexity of the design and the materials to be used.

c) If you are providing us with an image we cannot guarantee an exact match unless we are provided complete technical drawings. Client drawings produced by us for signing off will be charged at £30 per hour for each drawing.

d) We reserve the right to alter dimensions to ensure the look for the final design and comfort.

e) Slight differences in dimensions may occur due to the materials within the build. If the furniture has to fit in a specific space please let us know at the time of ordering.

f) Once you have confirmed an order any changes will be charged at £50 and changes may affect both the cost and the delivery schedule.

7. Cancellation

a) In the event that you cancel an order, you will be responsible for all the costs incurred by the Seller up to the point of cancellation.

b) All cancellations must be notified in writing and signed by an authority within your business.



8. Restocking

A restocking charge is applicable for any returned items; this may vary from 25% to 100% of the invoice value.

Bespoke items carry a 100% charge.

9. Refunds

Refunds, exchanges or credit notes are not available for items sold through sales, special offers, seconds and items sold as seen.

10. Dispute

Every effort is made by us to offer the highest possible standard of service. However, in the event of any dispute English law governs this contract.

ADVICE AND GUARANTEE

If we are supplying the fabric to be used, we ask you to look after it as per the manufacturer's guidelines as normal wear or tear is not guaranteed. If you are unsure how to care for this fabric, we can advise you on this. As leather is a natural product some of the hides may show natural marks or scars. Depending on the supplier, variation in both texture and colour may occur differently from the samples you look at. Unless you are specifically advised otherwise, all required FR treatment will be to UK domestic upholstery standards.

If you are supplying the fabric, then the fabric must meet British Fire regulations as we cannot be held liable for any furniture made with fabric which does not comply. For certain pieces, we can provide a barrier cloth inter-liner depending on where the piece is to be used. Please ensure the fabric is suitable for the use it is intended. Please speak to your account manager if you have any queries over the regulations.

We are so confident in the skills of our furniture craftsmen, that we guarantee our robust frames on all standard products for 15 years under normal wear and tear conditions. We are not able to offer this guarantee to bespoke frames due to their one-off nature, we are unable to thoroughly stress test them.