

MERIDIAN SERVICES LIMITED
trading as
BRUCE WATSON FURNITURE

TERMS & CONDITIONS

1. GENERAL

1.1 Any contract between Meridian Services Limited ('MSL') and any of its clients (a 'Client') for the commissioning of goods and/or services (a 'Commission') shall automatically incorporate these conditions which shall prevail over any other terms or conditions attached to the Client's order and shall only be varied by written agreement between the parties.

1.2 Any contract between MSL and the Client shall only arise on the written acceptance by MSL of the Client's order.

2. PRICE AND PAYMENT

2.1 The price for the Commission ("the Price") shall be the price stated on the quotation or estimate provided by MSL following the completion of the Design stage described in the Schedule, or such other price as the parties may agree in writing.

2.2. The Price shall be payable in the instalments set out in the Commission Process in the schedule to this agreement ('the Schedule').

2.3. Payment of all invoices shall be made by the Client within 2 working days of the date of the invoice. The Client acknowledges that in the case of the interim instalments, MSL shall not proceed to the next stage of the Commission until cleared funds have been received for outstanding payments.

2.4. MSL understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if it is not paid according to the terms of this agreement.

3. QUOTATIONS

3.1. Any quotation provided by MSL shall be valid for acceptance by the Client for a period of 3 months from the date of the quotation, and MSL shall be required to accept an order based on the quotation within this 3 month period.

3.2 **The price quoted for the Commission is exclusive of all costs or charges in relation to packaging, loading, unloading, carriage and insurance where the Client requests such assistance in connection with its taking delivery.**

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Where any designs or patterns or specifications have been supplied by the Client for manufacture by or to the order of MSL then the Client warrants that the use of those designs, patterns or specifications for the manufacture, processing, assembly or supply of the Commission shall not infringe the intellectual property or other rights of any third party. The Client shall indemnify and keep indemnified MSL against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters, patent, copyright, registered design, registered trademark or any other protection subsisting in favour of any third party in any such pattern or specification.

5. DELIVERY

5.1. The Customer shall be deemed to have accepted the Commission upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale.

5.2 MSL agrees to consider any request by the Client to deliver the Commission but shall be entitled to charge for this service. Any such delivery shall be on a kerbside basis and MSL shall not accept any responsibility for damage sustained to the Commission in any assistance which MSL may voluntarily provide to the Client in carrying the Commission from the kerb to the ultimate location.

5.3. All risk in the Commission shall pass to the Client upon completion of an "installation" Commission, or in the case of a "supply only" Commission, upon kerbside delivery by MSL or collection.

5.4. If the Client is for any reason unable to take delivery or collect the Commission, MSL shall be entitled, at the Client's expense, to place the Commission in storage until such time as such delivery or collection can be effected.

5.5. Where the Commission is being funded by an insurance claim, this shall not obviate the Client from its payment obligations to MSL under the terms of this agreement.

6. TITLE TO COMMISSION

6.1. MSL warrants that it has good title to the Commission and that it will transfer title in the Commission to the Client upon payment in full for the Commission.

7. CLIENT REMEDIES

7.1. Where the Commission has been found to be defective, MSL shall repair or, in its sole discretion, replace the defective Commission free of charge upon the following conditions:

7.1.1. the Client giving notice of the defect within 5 days of the defect coming to the Client's attention;

7.1.2. such notice being served within 20 days of delivery or collection for a "supply only" sale, or within 6 months of the date of the invoice for "installation" work;

7.1.3. the defect being due to MSL's faulty design, workmanship or materials;

7.1.4. the Client having complied with MSL's oral or written instructions as to storage, installation, use or maintenance of the Commission;

7.1.5. the defect is not due to rot or insect attack of joinery items as specified in Clause 9.3; and

7.1.6 in the case of external joinery, the Client must have fully decorated it within 3 months of delivery/installation and then at regular intervals thereafter.

7.2. Any Commission to be repaired or replaced under Clause 7.1 for a "supply only" sale shall be delivered to MSL at the Client's expense.

7.3. Where the Commission has been manufactured by a third party MSL shall where possible pass on to the Client the benefit of any warranty in respect of the Commission granted to MSL by such third party.

8. LIMITATION OF LIABILITY

8.1. Subject to MSL's liability under Clauses 5 and 11 and without prejudice to its obligations under Clause 7, MSL shall not be liable to the Client for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Client in connection with the Commission or for any loss or damage to or caused by the Commission.

8.2. Subject to Clause 7, this Clause 8 and Clause 11, all other conditions, warranties or other stipulations concerning the Commission whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, MSL grants no warranties regarding fitness for purpose, use, quality or nature of the Commission whether express or implied by statute or common law.

8.3. Subject to Clause 13.2 the liability of MSL under this Agreement howsoever arising shall not exceed the Price.

9. JOINERY WORK

9.1. The Client is responsible for verifying the accuracy and workability of the measurements used in the proposed design. Where the Client wishes to make changes to any measurements after having agreed the design, it shall be liable to meet all resulting additional costs incurred by MSL (both labour and materials).

9.2. Whilst every attempt is made to eliminate the expansion and shrinkage of external/internal joinery items such as drawers and doors by allowing a certain amount of clearance, MSL is not liable for any expansion/shrinkage or swelling of these items.

9.3. Reasonable precautions are taken to reduce the possibility of rot and insect attack; however this risk cannot be eliminated entirely.

9.4. Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.

9.5. Timber is a natural product. Therefore there are always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for unless a "book matched" product has been asked for, which is normally extra to a standard quote.

10. DOORS AND JOINERY

11.1 Doors and Joinery Items; where doors and joinery items are supplied with a factory applied equalising stain, or primer, the Client must paint/stain such products with a minimum of two coats of proprietary wood stain and primed joinery must be treated with a full paint finish. Primer and equalising stains do not give long term protection against the ingress of moisture and MSL cannot accept responsibility for the effect of such ingress if the Commission is not treated as recommended after sale.

11.2 Doors: subject to the Client complying with Clause 11.1 MSL shall not be responsible for swelling or shrinkage of doors due to intake of excessive moisture or any other neglect or misuse on the part of the Client after sale.

12. DEFAULT BY CLIENT

12.1 If the Client shall fail to pay the price for the Commission and/or services by the due date for payment, without prejudice to any other rights of MSL arising from such failure, the Client shall (if so required by MSL) pay MSL interest thereon at a rate of 5% per annum above the base rate or part thereof on the outstanding amounts from time to time.

12.2 If the Client shall commit default in or commit any breach of its obligations to MSL, or if any distress or execution shall be levied upon the Client, its property or assets or if the Client shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Client shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against him, or if the Client shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, or if the Client shall be insolvent then without prejudice to any other rights available to MSL it may forthwith cancel any contract then subsisting with the Client or alternatively may suspend or cancel delivery or installation of the Commission to be supplied hereunder.

13. GENERAL

13.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of MSL for breach of the warranties contained in Clause 6 or for breach of warranty as to title and quiet possession implied by the Sale of Commission Act 1979 where such Act applies to the contract between MSL and the Client for the sale and purchase of the Commission.

13.2. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of MSL for death or personal injury as a result of MSL's fraudulent misrepresentation, negligent actions or those of its employees or agents.

14. FORCE MAJEURE

14.1 If the performance of the contract shall be delayed by any circumstances beyond the control of MSL including (but without prejudice to the generality of the foregoing) war, hostilities (whether war shall be declared or not), insurrection, industrial disputes, strikes, lock-outs, riots, explosion, fire, storm, act of God, accidents, unavailability or shortage of materials or labour, interruptions of supply, any statute, rule, law bye-law, or order or request made by or issued by any government department or local or other duly constituted authority, then MSL shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present and for a reasonably time thereafter.

14.2 If the performance of the contract by MSL shall be prevented by any such circumstances beyond the control of MSL then MSL shall have the right to be discharged from the further performance of any liability under the contract. If MSL exercises such a right then the Client shall thereupon pay the contract price less a reasonable allowance for what has not been performed by MSL.

15. CANCELLATION

15.1 No cancellation by the Client is permitted once the design has been agreed and the first instalment paid except where expressly agreed by MSL.

15.2 The Client will in the event of agreed cancellation by the Client indemnify MSL against all expenses incurred up to the time of such cancellation including both its labour and the costs of materials.

16. GOVERNING LAW AND JURISDICTION

16.1. This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

SCHEDULE

Commission Process

Stage	Inputs	Outputs	Charges
INITIAL CONSULTATION	Client provides requirements including measurements, desired materials and design ideas and provides sufficient information to enable MSL to scope the project at a high level	MSL provides the Client with an estimate of the approximate costs; for an installed Commission, this is likely to require an on site survey	Free
DESIGN	Client instructs MSL to draw up a detailed and fully costed design	MSL provides proposed design drawings and price including any payment instalment requirements	MSL shall advise the Client the design fee and shall invoice the same prior to the commencement of the design work. This fee shall be off set against the final instalment of the Commission Price
MANUFACTURE	Client provides written confirmation for manufacture to go ahead.	MSL proceeds with manufacture (and on site installation as the case may be)	The first stage payment shall be invoiced by MSL prior to the commencement of work. Any agreed interim instalment(s) shall be issued at the mid point of the work as determined by MSL
COMPLETION		MSL advises Client when the installation is complete or the Commission is ready for collection/delivery*	Final instalment of the Price shall be issued less the design fee