

## TERMS AND CONDITIONS OF SALE

OCHRE accepts your order described on the sales proforma attached, subject to the following terms and conditions of sale which apply to your order to the exclusion of all other terms and conditions, including the OCHRE standard terms and conditions of sale and returns policies. Nothing in these terms and conditions shall affect your statutory rights.

### 1. DEFINITIONS AND INTERPRETATION

In these terms and conditions:

1.1 "Agreement" means the terms and conditions of sale set out in this document, together with the sales proforma attached, and any special terms and conditions agreed in writing between you and OCHRE;

1.2 "goods" means the goods/services listed on the sales proforma attached;

1.3 "OCHRE", "we", "us" or "our" means OCHRE (London) Limited;

1.4 "order" means your order for the goods, as set out on the sales proforma;

1.5 "price" means the final price payable for the goods inclusive of VAT where applicable and all additional costs including delivery, shipping and storage;

1.6 "shipping costs" means your costs of packing and shipping and/or the shipping administration fee payable to OCHRE;

1.7 "you" or "your" means the person identified on the sales proforma who has bought or agreed to buy the goods from OCHRE and whose order has been accepted by OCHRE.

### 2. ORDERS AND CANCELLATION

2.1 Except where goods are already in stock, they will be made to order. You must inform us at point of order should electrical products be exported, in order to ensure we comply with all legal testing and certification requirements. Any costs incurred must be paid for in full by you prior to delivery. Upon acceptance of your order, we shall therefore place an order with our suppliers for the goods, making a contractual commitment to our suppliers and incurring administrative costs on your behalf. As a condition to this Agreement, we therefore require a non-refundable deposit of 50% of the price or such higher percentage as we reasonably require and agree with you (the "deposit"). In each case the deposit shall represent a genuine pre-estimate of our loss should you break the contract.

2.2 If the goods you have ordered (a) are to be delivered within 4 weeks, and/or (b) have a price of £2,000 or less and/or (c) the goods are already in stock you will be required to pay the price and any delivery/shipping costs in full upon placement of the order. For the purposes of section 2.3, 50% of this price (set out on the order) shall be treated as the non-refundable deposit.

2.3 You may cancel your order without forfeiting the deposit by notifying us within 5 working days of the order, either by email: enquiries@ochre.net or by letter sent by recorded post to the customer services department at the address stated in section 8.5. You may not cancel your order after that five day time period (except where we are in material breach of this contract) but if you do request cancellation, we will retain the entire deposit and recover any additional losses that we suffer as a result of cancellation.

2.4 We may cancel your order (by providing notice to you) (a) if we are not able to place your order with our suppliers, in which case we will refund your deposit and any other sums you have paid us in respect of your goods, but will not otherwise be required to pay any compensation; and (b) in the circumstances described in sections 3.2, 5.4, 5.5 and 7.3.

### 3. PAYMENT OF BALANCE

3.1 Where you have not paid the full price at the time of ordering your goods, we will request payment of the difference between the price (plus any shipping or delivery costs) and the deposit (the "balance") approximately 7 days prior to the date of dispatch of your goods to us by our suppliers (the "dispatch date"). The balance must be paid to OCHRE no later than 7 days prior to the dispatch date (the "due date"). Please see section 4 below regarding payment methods.

3.2 If we do not receive the balance by the due date, we will delay delivery of your goods until payment is made. If we have not received the balance in cleared funds within 21 days after the dispatch date, we may cancel your order and retain your deposit. If our losses exceed the amount of the deposit, we may also claim for those additional sums.

### 4. PAYMENT METHODS

4.1 The method of payment of the deposit and any balance will be agreed between you and the salesperson at the time you place your order, and may be subject to further validation checks. We accept bank transfers and UK cheques. We may also accept credit and debit card payments at our discretion subject to the final order value and may be subject to a surcharge.

### 5. UK DELIVERY

5.1 When you place your order, our salesperson will give you an estimate of the likely delivery date(s) for your goods to our warehouse facility, based on our suppliers' confirmed production schedules. Unless we specifically agree otherwise in writing, these dates will be offered as guidance only.

We will endeavour to deliver your goods on or shortly after the estimated delivery date but please be aware that we cannot guarantee that delivery date and we do not accept liability for any loss or expense incurred by you if delivery is not made by that estimated date.

5.2 When your goods are ready for delivery, we will contact you by telephone, email or (failing that) by post to agree a delivery date. If by email or post, you will be asked to contact us to agree a delivery date. Once we have agreed a delivery date, you will be committed to delivering on that date and you will be responsible on that date for accepting the delivery and arranging appropriate means of access and installation (see section 6 below). If you are not willing or able to accept a delivery date which falls within a 21 day period from our first attempt to contact you, you will start to incur weekly charges based on 1% of the total of your order. We will invoice you at the appropriate time. All outstanding charges must be paid in full and cleared by our bank prior to delivery of the goods.

5.3 If you agree to a delivery date but our deliverers are, on that date, unable to obtain access to the delivery address (see section 6 below), you will incur a redelivery charge which will need to be paid by you prior to redelivery. This charge will be made at the same rate as the original delivery charge.

5.4 If you are not willing to accept delivery of your goods within a 28 day period from us first attempting to contact you, we shall be permitted to cancel your order and to re-sell the goods. In those circumstances, we shall retain the deposit and balance pending an attempted re-sale of the goods. If the goods are resold, we shall (within a reasonable period) return to you an amount equivalent to the re-sale proceeds after deduction of our additional reasonable costs and expenses. Please note that if we do re-sell the goods it is likely to be at a substantial discount. If we are not reasonably able to re-sell the goods, we shall be permitted to retain the price paid by you in full.

5.5 If, for a period of 28 days from being notified that the goods are available for delivery, you are unavailable and/or do not respond when we try to contact you to arrange delivery of your goods, we shall give you notice that unless you agree to take delivery within 28 days (of that notice), the order will be cancelled and we shall be permitted to take the steps referred to in section 5.4 above.

### 6. DELIVERY CHARGES, MEANS OF ACCESS AND INSTALLATION

6.1 You will be responsible for providing OCHRE with access to the delivery address as necessary for the delivery and (if included in your order) the installation of the goods. The delivery charge will be set according to our preferred UK carrier service charges (which we will discuss with you at the time of purchase). Factors affecting this charge include the delivery location and the size and complexity of the order.

6.2 It is up to you to ensure that we will be able to access and deliver the goods to the delivery address. If there is uncertainty, it will be necessary for you to conduct a site survey prior to your order being accepted. The OCHRE shipping agent can carry out a site survey for an additional charge which may be set off against the price once the order is confirmed. It is up to you to notify us in advance of delivery of any potential problems with access (including vehicle approach/access, stairs, narrow doors, low ceilings or any other barriers) and to make (and notify us of) any other related delivery arrangements (such as arranging parking permits or hiring cranes). Where delivery is complicated by such factors, additional charges will be payable (prior to delivery) in addition to the standard delivery charge.

6.3 You must also make sure that there will be sufficient space for the goods when they are delivered. If we cannot get access or the goods do not fit, we will arrange (at your expense) for delivery to be made to another location specified by you. If there is no alternative location, we will cancel your order, take the goods back and follow the re-sale procedure set out in section 5.4.

6.4 OCHRE will not pay for loss or damage to the goods or your property which are caused due to (a) us following your instructions; and/or (b) there being limited or no access and/or where the goods do not fit in your property (unless the loss or damage is caused by our negligence).

### 7. SHIPPING OUTSIDE UK

7.1 If your goods are to be delivered to a non UK address, shipping can be arranged through OCHRE's approved shipping agent who will give an indication of shipping charges on request. The shipping quotes are treated as enquiries only until confirmed and also in accordance with section 5.1.

7.2 Our shipping quotes will be based on your whole order being shipped as one consolidated shipment. Should you require more than one shipment, additional charges may apply. The shipping quotation (if any) will be valid for 90 days from the date of quotation. After this period, a new quotation will be required.

7.3 Alternatively, you may arrange shipping through a freight forwarder or shipping agent (either a "carrier") of your choice. Once the goods are available for collection, we will notify your nominated carrier who would then be required to provide us with a minimum of two working days notice of your planned collection date. (Contact telephone number +44 (0) 20 7096 7372).

If your carrier does not arrange for collection of the goods within 28 days from notification, we shall be able to cancel your order and re-sell the goods following the procedure set out in section 5.4.

7.4 If your goods are ordinarily liable to VAT and are being shipped to an address outside the European Community ("EC"): a) if OCHRE arranges shipping, no VAT will be charged on those goods in accordance with UK VAT regulations; or b) if you are using your own carrier, you will be charged VAT on the goods when you pay for them. OCHRE will forward the export documentation to your carrier, who will be responsible for packing the goods and producing them and the export documentation to the relevant Customs authority for examination and certification. When OCHRE receives the proof of export back from the carrier, (which must be within THREE MONTHS of the goods leaving the UK) we will then issue you with a VAT refund. Please note that the ability to make this VAT recovery will be lost if any such goods are delivered to, or used by, EC residents prior to export from the EC. Remember: if your freight forwarder or shipping agent fails to provide sufficient proof of export and on time, you will not get a VAT refund.

### 8. ACCEPTANCE

8.1 When your goods are delivered (and installed), you (or a responsible person acting on your behalf) will be asked to inspect the goods and sign the driver's delivery document to acknowledge delivery (and installation if applicable).

8.2 Please examine your goods carefully within seven days from the date of delivery, and provide prompt notification to us in writing (with photographs where applicable) of any error, damage or defect which is apparent in the goods (so that these can be remedied). Claims may be reduced or rejected if we have not been given an opportunity to put matters right.

8.3 Returns of furniture items are dealt with in accordance with your statutory rights.

8.4 You must retain your payment receipt as evidence of purchase.

8.5 If you have any post-delivery complaints, please address them to the customer services manager, OCHRE, 46-47 Britton Street, London, EC1M 5UJ. Tel: +44 (0) 20 7096 7372.

### 9. PASSING OF PROPERTY AND RISK

9.1 Ownership of the goods will pass to you once we have received payment in full for them and they have been delivered to you. Once the goods have been delivered to the delivery address you will be responsible for any loss or damage to the goods except if such loss or damage was: (i) caused by our (or our appointed shippers') negligence; (ii) due to a manufacturing defect or design fault.

### 10. UNAVOIDABLE DELAYS

10.1 We will not be liable for any delay or failure in performing our obligations under this Agreement where that delay or failure results from any act, event, non-happening, or accident beyond our reasonable control, such as war, threat of war, terrorism, sabotage, civil or military disturbance, fire, explosion, storm, flood, earthquake, or other natural disasters, strikes, lock-outs, or import or export embargoes, or the impossibility of us using railways, shipping, aircraft, motor transport or other means of public or private transport. If such circumstances arise, we will let you know in writing.

### 11. LIMITATION OF LIABILITY

11.1 If we breach any of our obligations to you under this Agreement, we will only be liable for the losses (if any) that you suffer as a direct and natural result of our breach. We will not be responsible for any losses which arise as an indirect result of our breach which would not have been contemplated by us at the time of your order. Furthermore, we will not be liable to pay damages to you in respect of any loss of enjoyment, loss of revenue or profit or loss of opportunity. Nothing in this Agreement will affect your statutory rights or limit our liability for fraud, or for death or personal injury resulting from our negligence or the negligence of our employees, servants or agents.

### 12. LEGAL EFFECT

12.1 Your accepted payment against the sales proforma attached confirms that you have read, understood and agreed to be bound by this Agreement.

12.2 If any part of this Agreement is found to be unenforceable, it will not affect the enforceability of the remainder of this Agreement.

12.3 This Agreement shall be governed by the law of England and Wales and both parties accept the non-exclusive jurisdiction of the courts of England and Wales. Ochre (London) Ltd registered in England & Wales No.03600105 with VAT registration No. GB 697232013.

12.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. If you have asked us to deliver the goods to another person, then that person will not be a party to this Agreement.