

Standard Terms & Conditions

1. Definitions

- 1.1. 'Company' means the Dining Chair Company Ltd
- 1.2. 'Customer' means the person, firm or company to whom the Company addresses a quotation or whose order is accepted by the Company
- 1.3. 'Goods' means all items supplied by the Company to the Customer which are the subject of such quotation or order
- 1.4. 'Place of Delivery' means the place of delivery indicated in quotation of contract

2. Pricing, Orders and Payment

- 2.1. All quotations submitted by the Company and all agreements concluded with the Company shall be governed by the following terms of supply and payment. Customer's terms and conditions not acknowledged by the Company shall not be binding upon the Company.
- 2.2. Prices quoted may be subject to change without prior notice at the sole discretion of the Company.
- 2.3. All quotations require acceptance in writing by email and such acceptance will confirm agreement with the Company's conditions. Any amendments to the Customer's order must also be received in writing within 5 days of Sales Order issue date.
- 2.4. All goods ordered must be approved and paid for with a 50% deposit.
- 2.5. Delivery times are quoted on receipt of payment. All delivery times quoted are to be treated as estimates only.
- 2.6. Prices are in Sterling and are exclusive of freight, duties and tax unless otherwise stated.
- 2.7. Preferred payment methods are bank transfer (BACS) or VISA. Cheques are accepted but 10 working days must be allowed for clearance. A production and dispatch date cannot be confirmed until the clearance time has elapsed.
- 2.8. Title to goods shall only pass when payment has been received in full.
- 2.9. Risk in Goods shall pass to the Customer as soon as they are delivered to the Customer, or its servant or agent, or to a third party carrier for delivery to the Customer, or at the time of collection of the Goods, or their removal from the control of the Company by or on behalf of the Customer, or at the time of payment in full for the Goods is received, whichever shall be the sooner.
- 2.10. The Company reserves the right to discontinue items without notice.

3. Ex-Display Items

- 3.1. All items purchased from display and stock require 100% payment in advance.
- 3.2. Products purchased from display are sold as seen, all products with defects and cosmetic flaws will be highlighted to the Customer prior to purchase.
- 3.3. Please ensure that all items purchased are fully inspected prior to purchase
- 3.4. We cannot be held responsible for restoration or dry cleaning of any items sold from display.

4. Delivery and Storage

- 4.1. At the time of delivery it is the responsibility of the Customer to check that the goods are not damaged and have arrived in good condition.
- 4.2. The Company cannot accept responsibility for damage to the product once it is removed from the packaging. The Company's normal practice unless otherwise specified in its quotation is that Customer's rooms are clean, completely finished, free of other trades working and of stored equipment.
- 4.3. Orders packed ready for shipping that are not collected or delivered within 14 days will be subject to a storage charge.

5. Damages and Returns

- 5.1. In the event of receiving damaged or missing goods, and where liable, the Company will endeavour to rectify the situation as promptly as possible.
- 5.2. All damages and shortages must be notified within 3 working days of receipt of goods. Please include a photograph of damaged item and packaging.
- 5.3. The Company must be notified if goods are not due to be unpacked within 3 days of receipt.
- 5.4. The Company will take no responsibility for damages incurred in transit while using the Customer's own shippers.
- 5.5. Notwithstanding anything stated in any quotation or order acceptance, the Company's maximum aggregate liability under or arising from any contract for the sale of Goods shall be limited to a sum equivalent to the original price for the Goods (exclusive of VAT).

6. Cancellations

- 6.1. Orders cancelled once manufacture is underway are subject to a forfeit of deposit.

7. Product Descriptions

- 7.1. Every effort is made to ensure that the products the Company supplies correspond as closely as possible to the samples displayed in the showroom or online, but due to the handmade nature of the products there might be slight variation. No responsibility can be accepted for these variations. These could include, but are not limited to, slight differences in texture/wood type or colour, shades of fabric or dimensions of products.
- 7.2. Due to the nature of handmade products, sets must be ordered together.
- 7.3. When furniture is made from natural woods such as oak, it may react to atmospheric conditions such as humidity or dryness (caused by air conditioning, under-floor heating, etc). The company cannot be responsible for changes resulting from excessive temperature changes.
- 7.4. Please bear in mind that computers may present colours slightly differently.

8. Warranty

- 8.1. The Company warrants that it will within a reasonable period replace or refund the full purchase price of any Goods which are accepted by the Company as being defective or not in accordance with the agreed specification. Such period shall be within 12 months from delivery (the warranty period).
- 8.2. If the performance of any contract for the sale of Goods by the Company shall be delayed by force majeure including any circumstances or conditions beyond the reasonable control of the Company, the Company shall have the right at its options to: (a) suspend further performance of the contract until such time as the cause of delay shall no longer be present or (b) be discharged from further performance of and liability under the contract.

9. Copyright

- 9.1. All the Company's copyright and intellectual property rights in the Goods supplied to the Customer are and will remain vested in the Company.

10. Governing Law

- 10.1. The contract shall be governed by the laws of England and Wales and all disputes will be subject to the exclusive jurisdictions of the courts of England and Wales.