Branded Furniture Co.

The Branded Furniture Company Limited

Repair and Replacement Policy

1 Definitions and interpretation

1.1 Unless expressly stated otherwise, capitalised words and phrases in this Policy shall have the same meaning as capitalised terms and phrases set out in the terms and conditions of supply of The Branded Furniture Company Limited ("**the Terms**").

1.2 The rules of interpretation set out in the Terms shall apply equally to this policy.

1.3 In addition, in this Policy, the following definitions shall apply:

1.3.1 **"Approved Technician"** means a home repair technician of ISM, Emmiera, or such other home repair technician which has been expressly approved by the Seller in writing from time to time on a case by case basis;

1.3.2 **"Fault"** means, with respect to the Goods, a Minor Fault, a Medium Fault or a Major Fault;

1.3.3 **"Fault Contribution"** means a sum determined by the Seller in its absolute discretion, not exceeding £70.00 plus VAT;

1.3.4 **"Goods Acceptance"** means the acceptance of the Goods by the Buyer;

1.3.5 **"Goods Inspection"** means an inspection of Goods through either a physical, in-person inspection or a desktop inspection, through use of digital imagery;

1.3.6 **"Goods Refund"** a refund of the invoiced value of the Goods, through a credit issued to the Buyer's Account;

1.3.7 **"Goods Repair"** means repair of the Goods;

1.3.8 **"Goods Replacement"** means the provision of replacement Goods by the Seller to the Buyer;

1.3.9 **"Emmiera"** means Emmiera Group Ltd, a company incorporated under the laws of England and Wales (company number 05042667) whose registered office is situated at Unit 8 Waterfront Business Park, Brierley Hill, England, DY15 1LX;

1.3.10 **"ISM"** means ISM Networks Furniture Services Limited, a company incorporated under the laws of England and Wales (company number 06583716) whose registered office is situated at No.1 Pavilion Square, Cricketers Way, Westhoughton, Bolton, BL5 3AJ;

1.3.11 **"Major Fault"** means severe fault or damage to the appearance, quality or performance of the Goods which is not repairable by an Approved Technician. Examples of Major Faults include: a creaky, warped or broken frame; sub-standard quality of sewing and/or upholstery which significantly differs from the Goods Specification;

1.3.12 **"Medium Fault"** means as obvious flaw to the appearance, quality or performance of the Goods that may be repaired by an Approved Technician. Examples of Mediums Faults include: uneven/untidy sewn seams; interiors not within size tolerance of 4%; noticeable mark/tear on fabric that requires a replacement panel; general quality of sewing and upholstery does not replicate Goods Specification to a high degree of likeness;

1.3.13 **"Minor Fault"** means a minor flaw to the Goods that requires a simple component replacement or repair by an Approved Technician. Examples of Minor Faults include: a minor mark on fabric that can be steamed or cleaned; small chip on leg; a loose sewing thread; missing or incorrect feet or connecting brackets; missing or incorrect scatter cushions or seat interiors;

1.3.14 **"Resolution"** means resolution of a Fault, through Goods Acceptance, Goods Repair or Goods Replacement;

1.3.15 **"Resolved"** means that the Seller has discharged all of its obligations, pursuant to the Contract, in relation to a Warranty Claim

1.3.16 **"Warranty Claim"** means a claim by the Buyer pursuant to clause 7 of the Terms.

2 Warranty Claim, Goods Inspection and Resolution

2.1 All Goods Inspections must be undertaken by an Approved Technician.

2.2 If the Buyer makes a Warranty Claim in accordance with clause 7 of the Terms, the Seller shall, unless the Buyer elects to appoint an Approved Technician, arrange for a Goods Inspection within a reasonable time of receipt of the notice referred to at clause 7.2.1 or 7.4.1 of the Terms (as applicable) (each a "Warranty Notice").

2.3 If the Buyer wishes to appoint its own Authorised Technician to undertake the Goods Inspection, it shall notify the Seller of this at the same time as it sends the Warranty Notice.

2.4 If the Buyer appoints any person other than an Approved Technician (an **"Unauthorised Technician"**), the Seller may, at its sole discretion, require a Goods Inspection be undertaken by an Approved Technician and shall be entitled to require that that Buyer indemnify the Seller for

all liabilities, costs, expenses and losses arising out of or in connection with the appointment of the Unauthorised Technician, including without limitation the cost of implementing a Resolution based on the Unauthorised Technician's advice and any second Goods Inspection undertaken by an Authorised Technician. For the avoidance of doubt, it shall be entirely at the Seller's discretion as to whether it appoints an Authorised Technician in such circumstances – if an Unauthorised Technician undertakes the Goods Inspection and/or attempts to undertake any repair to the Goods, the Seller shall be entitled to elect to treat the Warranty Claim as Resolved, with the warranties appearing at clause 7 of the Terms invalidated in respect of the Goods and the Seller having no further liability in respect of the same.

2.5 Where the Buyer elects to appoint its own Approved Technician the Seller shall pay a Fault Contribution towards the Goods Inspection undertaken by issuing a credit for the relevant amount to the Buyer's Account provided always that:

2.5.1 the Buyer provides the Seller with a copy of the Approved Technician's Goods Inspection report within five Business Days of its receipt by the Buyer; and

2.5.2 the Goods Inspection report identifies a Fault.

If the Buyer fails to provide the Goods Inspection Report within the timescale referred to at paragraph 2.5.1 and/or no Fault is identified in that report, no Fault Contribution credit will be issued. Further, if the Goods Inspection fails to identify a Fault, the Warranty Claim shall be deemed resolved.

2.6 Where the Seller appoints an Approved Technician to undertake the Goods Inspection the Buyer shall provide the Seller with all assistance reasonably required including without limitation access to the premises where the Goods are held (including the end customer's home, if the Goods are there) and provision of photos and/or video of the Goods. The Seller shall, within a reasonable time of the Seller's receipt of the Goods Inspection Report, provide the Buyer with a copy of the Goods Inspection report, prepared by the Authorised Technician. If a Fault is not identified in that report, the Seller shall be entitled to issue the Buyer with an invoice for all liabilities, costs, expenses and losses associated with the Goods Inspection, including the Authorised Technician's fee and the Warranty Claim shall be deemed Resolved.

2.7 If the Goods Inspection identifies a Fault, the Seller shall determine (in its absolute discretion) the category of Fault (either Minor Fault, Medium Fault or Major Fault) and shall determine the appropriate Resolution for the Fault, in accordance with this paragraph:

2.7.1 Where the Fault is a Minor Fault, the Resolution shall be either Goods Repair or Goods Acceptance only;

2.7.2 Where the Fault is a Medium Fault, the Resolution shall be a Goods Repair, a Goods Replacement or a Goods Acceptance only;

2.7.3 Where the Fault is a Major Fault, the Resolution shall be a Goods Repair, Goods Replacement, Goods Acceptance or Goods Refund

Provided always that Goods Acceptance shall only be the Resolution if agreed by the Buyer and the Seller.

Goods Repair

2.8 If that the Resolution is a Goods Repair, the following process shall be followed:

2.8.1 If the Goods have been returned to the Seller (either because the Buyer did not accept on Delivery or because the Buyer has, at its own cost – which, for the avoidance of doubt, the Seller shall not be required to reimburse –returned the Goods to the Buyer), the Seller shall implement the Goods Repair using an Approved Technician at the Seller's premises within a reasonable amount of time of their receipt (taking into account all of the circumstances, including the availability of any required parts). Following completion of the Goods Repair by the Seller:

(i) the Seller shall (at its own cost and within a reasonable time) arrange to deliver the repaired Goods to the Buyer; and

(ii) the Warranty Claim shall be deemed to have been Resolved.

2.8.2 If the Goods are at the home of the end customer, the Seller shall arrange for an Authorised Technician to attend the end customer's home to undertake the Goods Repair. Where the Seller has arranged for the Authorised Technician to attend to assess whether there is a Fault (see paragraph 2.2 above), the Authorised Technician may undertake the Goods Repair during the initial Goods Inspection visit. However, depending on the nature of the Fault, it may be necessary for the Authorised Technician to attend on one or more occasions, to complete the Goods Repair. Upon completion of the Goods Repair by the Authorised Technician, the Warranty Claim shall be deemed to have been Resolved;

2.8.3 If the Goods are at the Buyer's premises, the Buyer may, only with the prior written consent of the Seller, appoint its own technician (which shall always be an Authorised Technician) to undertake the Goods Repair ("**Buyer's Technician**"). Once the Buyer has elected to repair using the Buyer's Technician:

(i) the Warranty Claim shall be deemed Resolved;

(ii) the Buyer shall indemnify the Seller from and against all liabilities, costs, expenses and losses arising out of or in connection with that Goods Repair;

2.9 The Buyer appoints a Buyer's Technician at its own risk: the Seller shall not be responsible for the Goods Repair undertaken by a Buyer's Technician. The Buyer acknowledges that if a Buyer's Technician is not an Authorised Technician or if the Buyer's Technician does or allows to be done anything that aggravates or worsens the Fault and/or results in the occurrence of a different Fault and/or damages the Goods in any other way, this shall invalidate the warranties given by the Seller at clause 7 of the Terms and that the Seller shall have no further liability or responsibilities in respect of the Goods under those warranties..

2.10 For the avoidance of doubt, the Buyer shall be responsible (at its own cost) for delivering the repaired Goods to the end customer, following completion of the Goods Repair by the Buyer's Technician.

2.11 If the Goods Repair is undertaken by the Buyer's Technician in accordance with paragraph 2.8.3, the Seller shall issue a credit to the Buyer's Account at the rates set out in the table below:

Type of Fault	**Description of Fault**	**Minor Faults £40**	**Medium Faults £80**	**Major Faults £155**
Frame	Replace / Repair Arm Card	X		
	Replace / Repair Frame Rail		X	
	Replace / Repair Castor Block		X	
	Replace / Repair Spring Clip		X	
Upholstery	Repair Stitching	X		
	Remove Dirty Marks	X		
	Repair Damage (Covers, Zips, Base Cloth)	X		
	Refinish Leather		X	
	Replace Seat Cover	X		
	Replace Arm Cover		X	
	Replace Back Cover		X	
	Re-cover Stool		X	
	Re-cover Chair		X	
	Re-cover Sofa			X

Goods Replacement

2.12 If the Resolution is a Goods Replacement, the Seller shall (at its own cost), within a reasonable time of being notified that the Goods are ready for collection, collect the Goods from the Buyer.

2.13 If the Goods have been delivered to the end customer (whether by the Seller or by the Buyer), the Buyer shall (at its own cost) collect the Goods from the end customer and transport the Goods to the Buyer's premises. If the Buyer has multiple premises, the Seller shall stipulate which address the Buyer should transport the Goods to, ready for collection.

2.14 Within a reasonable of its receipt of the Goods, the Seller shall issue a Lead Time Notification in respect of the Goods that are to replace the Goods ("**Replacement Goods"**) and notify the Buyer of the proposed Delivery Date for the Replacement Goods in accordance with clause 6.3 of the Terms. Upon Delivery of the Replacement Goods, the Warranty Claim shall be deemed to be Resolved.

2.15 Where the Buyer has collected the Goods from the end customer, it shall ensure that:

2.15.1 the Goods are packaged to a standard equivalent to the packaging used by the Seller in delivering the Goods (whether to the Buyer or the end customer); and

2.15.2 that the Goods are not damaged in transit or delivery at the Buyer's Premises.

2.16 If the Buyer does not fully comply with paragraph 2.15, the Seller may refuse to provide the Replacement Goods and shall not be obliged to provide an alternative Resolution. The Warranty Claim shall be deemed Resolved, notwithstanding this.

Goods Acceptance

2.17 If the Resolution is a Goods Acceptance the Buyer shall accept the Goods and the Warranty Claim shall be deemed to have been Resolved upon the Buyer agreeing to accept the Goods.

Goods Refund

2.18 If the Resolution is a Goods Refund, the Seller shall, within a reasonable time of being notified that the Goods are ready for collection, collect the Goods from the Buyer.

2.19 If the Goods have been delivered to the end customer (whether by the Seller or by the Buyer), the Buyer shall (at its own cost) collect the Goods from the customer and transport the Goods to the Buyer's premises. If the Buyer has multiple premises, the Seller shall stipulate which address the Buyer should transport the Goods to, ready for collection.

2.20 Within a reasonable time following its collection of the Goods, the Seller shall issue a Goods Refund to the Buyer.

2.21 Where the Buyer has collected the Goods from the end customer, it shall ensure that:

2.21.1 the Goods are packaged to a standard equivalent to the packaging used by the Seller in delivering the Goods (whether to the Buyer or the end customer); and

2.21.2 that the Goods are not damaged in transit or delivery at the Buyer's Premises.

2.22 If the Buyer does not fully comply with paragraph 2.21, the Seller may refuse to issue the Goods Refund referred to 2.20 and shall not be obliged to provide an alternative Resolution. The Warranty Claim shall be deemed Resolved, notwithstanding this.