The Branded Furniture Company Limited

Terms and Conditions of Supply

Terms and Conditions of Supply of The Branded Furniture Company Limited

1. Interpretation

1.1. In these Terms:

1.1.1.	**"Account"**	means an account established by the Seller for the Buyer for the recording of contact details, Order history and such other information relevant to that buyer as the Seller may decide from time to time;
1.1.2.	**"Brand"**	means the brand of the Seller's licensed brand partners, including all associated names, logos and trade marks (whether registered or unregistered) and all goodwill generated in connection with the same;
1.1.3.	**"Brand Guidelines"**	means the guidance provided by the Seller to the Buyer on usage of the Brand's Intellectual Property and marketing materials. This will be provided in PDF or Word format and available via the Seller's website portal.
1.1.4.	**"Business Day"**	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for non-automated business;
1.1.5.	**"Buyer"**	means the named party in the Contract which has agreed to purchase the Goods from the Seller and whose details are set out in the Order;
1.1.6.	**"Cancellation Fee"**	means the fee payable by the Buyer to the Seller for cancellation of an Order after expiration of the Cancellation Period, the value of which shall be determined in accordance with the table in clause 3.8;
1.1.7.	**"Cancellation Notice"**	means the period of time after the date of an Order up to and including the Buyer's cancellation of that Order;
1.1.8.	**"Cancellation Period"**	means, with respect to an Order, the period of 14 days after the date that Order is accepted;
1.1.9.	**"Contract"**	means the contract between the Seller and the Buyer for the sale of Goods to the Buyer by the Seller, incorporating these Terms;
1.1.10.	**"Delivery Address"**	means the address to which the Goods are to be delivered, as specified in the Order;
1.1.11.	**"Delivery Date"**	means the date and time slot for delivery of the Goods as agreed by the parties in accordance with clause 6.3;
1.1.12.	**"Distribution Agreement"**	means the Seller's Distribution Agreement as provided to the Buyer by the Seller from time to time. This agreement sets out the basis of which the Buyer is granted rights for distribution of

		branded products under license, and which are issued separately.
1.1.13.	**"Expected Dispatch Date"**	means the approximate date on which an Order is expected to be dispatched by the Seller to the Buyer;
1.1.14.	**"Goods"**	means the goods (including any instalment or part of them) set out in the Order Acknowledgement which are to be provided by the Seller to the Buyer;
1.1.15.	**"Goods Specification"**	means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Buyer and the Seller;
1.1.16.	**"Intellectual Property Rights"**	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
1.1.17.	**"Lead time"**	means, with respect to an Order, the estimated period of time from the date of a Lead Time Notification to the Expected Dispatch Date. By way of example, this may be "10-12 weeks";
1.1.18.	**"Lead Time Notification"**	means written notification of a Lead Time provided by the Seller to the Buyer;
1.1.19.	**"Order"**	means the Buyer's order for the supply of Goods, made using one of the methods set out in clause 3.2;
1.1.20.	**"Order Acknowledgement"**	means written confirmation of the Buyer's Order provided by the Seller to the Buyer and which shall include, as a minimum: description and quantities of the Goods to be supplied; the price payable by the Buyer; the Delivery Address; the invoice address; Order number; acknowledgement number and date of the Order;
1.1.21.	**"Policy"**	means the Seller's Repairs and Replacements Policy as provided to the Buyer by the Seller from time to time and which can be accessed via this link;
1.1.22.	**"Seller"**	means The Branded Furniture Company Limited, a company incorporated in England and Wales with

		company number 11446165, whose registered office is at Orchard Way, Calladine Business Park, Sutton in Ashfield, Nottinghamshire, NG17 1JU;
1.1.23.	**"Seller Materials"**	means all materials, equipment, documents and other property of the Seller, including advertising and promotional materials relating to the Seller, the Goods and/or other goods manufactured by the Seller; and
1.1.24.	**"Terms"**	means these standard terms and conditions of sale and any special terms agreed in writing between the Buyer and the Seller in accordance with clause 2.3 .

1.2. In these Terms, the following rules apply:

1.2.1. a reference to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;

1.2.2. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3. a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.4. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5. a reference to writing or written includes emails but not faxes.

1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of the Contract

2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Contract.

2.2. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

2.3. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by each of the parties. These Terms apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In particular, but without limitation, no terms or conditions endorsed on, delivered with, or contained in the Order, the Buyer's purchase conditions, purchase order form, specification or other document shall form part of the Contract except to the extent that the Seller, through Daniel Oscroft, agrees otherwise in writing.

2.4. The Seller's commercial agents do not have authority to enter into or negotiate sales on behalf of the Seller and the Seller's employees and agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering

into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.5. Any samples, drawings, descriptive matter or advertising issued by the Seller and any illustrations or descriptions of the Goods contained in the Seller's catalogues or brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6. Any typographical, clerical or other error or omission in any sales literature, specification sheet, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.7. Any quotation given by the Seller shall be an invitation to treat and shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.8. The parties agree and acknowledge that the Buyer shall be obliged to create and maintain an Account in order to place Orders with the Seller and the Seller shall be entitled to create and maintain records about the Buyer within that Account at any time. The Buyer shall promptly notify the Seller, by sending an email to enquiries@thebrandedfurnitureco.com of any changes to the information recorded on its Account by the Seller.

3. Ordering

3.1. The parties agree and acknowledge that the process set out in this clause 3 shall apply with respect to the ordering of Goods.

3.2. The Buyer shall place an Order with the Seller by using one of the following methods and such Order shall constitute an offer by the Buyer to purchase Goods in accordance with these Terms:

3.2.1. Electronic Data Interchange (EDI): whereby the Buyer submits its Order via the EDI system in a format approved in advance by the Seller;

3.2.2. Purchase Order Form: whereby the Buyer completes its own branded official purchase order and sends this to the Seller via email to orders@thebrandedfurnitureco.com in PDF format; or

3.2.3. Website Order Form: whereby the Buyer completes the Seller's electronic order form and provides this to the Seller by following the instructions therein.

3.3. Subject to clause 3.4, following receipt of an Order in accordance with clause 3.2, the Seller shall (if it accepts the Order) provide an Order Acknowledgement to the Buyer via email. It will be the Buyer's responsibility to ensure that the Order Acknowledgement accurately reflects the Order. The Seller shall in no circumstance be liable for any variation between the contents of the Order provided pursuant to clause 3.2 and the Order Acknowledgement and the parties acknowledge and agree that the Seller shall progress the Order on the basis of the Order Acknowledgement. No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until an Order Acknowledgement is sent to the Buyer, at which point and on which date the Contract shall come into existence.

3.4. The Seller may accept or reject an Order at its absolute discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the Seller provides an Order Acknowledgement.

3.5. During the Cancellation Period only, the Buyer shall be entitled to:

3.5.1. request amendments to its Order by sending an email to sales@thebrandedfurnitureco.com, in which case the Seller may, at its absolute discretion provide the Buyer with a revised Order Acknowledgement setting out details of the revised Order. Upon the issue of a revised Order Acknowledgement, the Contract shall be deemed varied to the extent set out in that Order Acknowledgement; or

3.5.2. cancel its Order by sending an email to sales@thebrandedfurnitureco.com, in which case the Seller shall confirm such cancellation in writing and no further action shall be taken by the Seller with respect to the Order.

3.6. Unless agreed otherwise in writing between the Buyer and the Seller, no requests for amendments to or cancellation of an Order shall be accepted by the Seller if such request is received after the Cancellation Period.

3.7. If the Seller agrees to accept a request for an amendment to an Order after the Cancellation Period (such acceptance to be at the Seller's sole discretion), the Buyer shall indemnify the Seller and keep the Seller fully and effectively indemnified from and against all loss (including loss of profit), costs (including the cost of all labour and materials), damages, charges and expenses suffered or incurred by the Seller arising out of or in connection with such amendment or cancellation.

3.8. If the Seller agrees to accept a request for a cancellation of an Order after the Cancellation Period, the Buyer shall pay to the Seller the Cancellation Fee, calculated in accordance with the below table:

Cancellation Notice	Cancellation Fee
0-14 days	0% of the price of the Order
15-28 days	75% of the price of the Order
More than 28 days	100% of the price of the Order

4. Goods and Goods Specifications

4.1. To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Buyer, the Buyer shall indemnify the Seller and keep the Seller fully and effectively indemnified from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Goods Specification. This clause 4.1 shall survive termination of the Contract.

4.2. The Seller reserves the right to amend the Goods Specification:

4.2.1. if required by any applicable statutory or regulatory requirements; or

4.2.2. if such amendment does not materially affect the quality or performance of the Goods.

This shall remain the case even if the Goods Specification has been supplied by the Buyer.

4.3. Any advice or recommendation given by or on behalf of the Seller as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk. The Seller shall not be liable for any such advice or recommendation which has not been confirmed by the Seller in writing.

5. Price and Payment

5.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current as at the date of the Order Acknowledgement.

5.2. The Seller reserves the right, by giving written notice to the Buyer at any time before delivery of the Goods, to increase the price of the Goods to reflect any increase in the cost to the Seller, which is due to:

5.2.1. any factor beyond the control of the Seller (such as any foreign exchange fluctuation, currency regulation, alteration of duties or significant increase in the costs of labour, materials or other costs of manufacture);

5.2.2. any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered or the Goods Specification (whether in the Cancellation Period or otherwise but for the avoidance of doubt any request for amendment made after the expiry of the Cancellation Period shall require the written agreement of the Buyer and the Seller, in accordance with clause 3.6); or

5.2.3. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.3. Except as otherwise stated by the Seller in writing, the price of the Goods is inclusive of all costs and charges relating to packaging, packing, carriage, insurance and delivery of the Goods to the Delivery Address, excepting where the Goods are supplied for export from the United Kingdom, in which case an additional charge for transportation shall be paid by the Buyer to the Seller when it pays for the Goods.

5.4. All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

5.5. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller may invoice the Buyer for the price of the Goods on or at any time after completion of delivery of the Goods.

5.6. The Buyer shall pay each invoice submitted by the Seller:

5.6.1. within 30 days of the date of the invoice;

5.6.2. in full and in cleared funds to a bank account nominated in writing by the Seller; and

5.6.3. Time for payment shall be of the essence of the Contract. Receipts will be issued only upon request.

5.7. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5.8. If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment then, without limiting any other right or remedy available to the Seller, the Seller may:

5.8.1. Terminate the Contract or suspend any further deliveries to the Buyer under the Contract or any other contract;

5.8.2. Allocate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported allocation by the Buyer); and/or

5.8.3. Charge the Buyer interest on the amount unpaid at the rate of 8 per cent per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

6. Delivery and packaging

6.1. From the date of an Order up to the week before the Delivery Date, the Seller shall use its reasonable endeavours to provide order progress updates to the Buyer.

6.2. The parties agree and acknowledge that Lead Times are approximations only and time shall not be of the essence of the Contract with respect to Lead Times, Expected Dispatch Dates or Delivery Dates.

6.3. The Seller shall notify the Buyer of the proposed Delivery Date as soon as reasonably practicable before delivery and the Buyer shall within two Business Days of the Seller's notification, notify to the Seller that either:

6.3.1. it agrees with the proposed Delivery Date; or

6.3.2. it is unable to agree with the proposed Delivery Date, in which case the Seller shall notify an alternative proposed Delivery Date

6.4. With respect to the delivery of the Goods, the Seller:

6.4.1. shall ensure that the Goods are properly packaged in accordance with its packing specification and secured in such a manner as to reach the Delivery Address in good condition and in accordance with the Contract;

6.4.2. may, at its sole discretion, engage a third party to perform its delivery obligations under the Contract on its behalf; and

6.4.3. shall use its reasonable endeavours to deliver the Goods (or ensure that the Goods are delivered) to the Delivery Address by the Delivery Date.

6.5. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Address.

6.6. The Seller shall not be liable for any delay in delivery of the Goods if the delay is caused by:

6.6.1. any unavailability in raw materials, labour and/or fuel;

6.6.2. any failure by the Buyer to:

6.6.2.1. accept delivery;

6.6.2.2. give the Seller adequate instructions for delivery;

6.6.2.3. prepare the Delivery Address for delivery; or

6.6.2.4. a Force Majeure Event.

6.7. The Seller may deliver the Goods in instalments, which shall be invoiced and paid for separately. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and any delay in delivery, defect in or failure to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other instalment.

6.8. If the Buyer fails to accept delivery of the Goods when the Seller attempts delivery, or fails to give the Seller adequate delivery instructions at the time stated for delivery to enable delivery to be attempted, or fails to prepare the Delivery address for delivery then, except where such failure or delay is caused by the Seller's failure to comply with its obligations under the Contract in respect of the Goods, the Seller may charge the Buyer (in which case the Buyer shall immediately pay to the Seller) the following fees:

6.8.1. for a Failed Delivery, a fee of £500; or

6.8.2. for a Delayed Delivery, a fee of £35 per hour for each hour that the delivery is delayed.

6.9. For the purpose of this clause 6, a delivery shall be a "Failed Delivery" if the Buyer fails to accept the Goods at any time on the agreed Delivery Date and a delivery shall be a "Delayed Delivery" if the Buyer accepts delivery of the Goods after the allocated time slot on the Delivery Date.

6.10. If the Seller has attempted to deliver the Goods on three separate Delivery Dates and such attempted delivery has resulted in three concurrent Failed Deliveries, the Seller shall be entitled to resell or otherwise dispose of part or all of the Goods and (after deducting all reasonable storage and selling expenses) account to the Buyer for any excess over the price of the Goods (after deducting the Failed Delivery fees, if not already paid by the Buyer) or charge the Buyer for any shortfall below the price of the Goods paid by the Buyer to the Seller (together with any Failed Delivery Fees, if not already paid by the Buyer.)

7. Quality of Goods

7.1. The Seller warrants that, on delivery:

7.1.1. the Goods shall be free from permanent, unnatural marks or flaws to the fabric, leather or feet (in all cases, if any);

7.1.2. the dimensions of the Goods shall be accurate and in accordance with any published description or Goods Specification with a tolerance of no more than 4%;

7.1.3. the timber frame of the Goods (if any) shall be structurally sound and free from any creaking or warping;

7.1.4. the Goods shall replicate a high degree of likeness quality and performance to the Goods Specification;

7.1.5. the Goods shall be free from material defects in design, structural stability, material and workmanship; and

7.1.6. be of satisfactory quality and fit for any purpose held out by the Seller before the Order is placed.

7.2. Subject to clause 7.5 if the Buyer:

7.2.1. gives notice within 7 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 7.1 by contacting support@thebrandedfurnitureco.com.

7.2.2. complies with the terms of the Policy, where such Policy imposes an obligation on the Buyer; and

7.2.3. the Buyer complies with all such other reasonable requirements that the Seller may request,

the Seller shall comply with the Policy in all material respects (being the Buyer's sole remedy if the Goods fail to comply with clause 7.1), following which the Seller shall have no further liability to the Buyer for the Goods' failure to comply with clause 7.1.

7.3. The Seller warrants that from the date of delivery, the Goods shall:

7.3.1. be free from defects in structural stability, timber warping or creaking for a period of 15 years

7.3.2. be free from material defects in design, material and workmanship; and for a period of 12 months

7.3.3. be of satisfactory quality and fit for any purpose held out by the Seller before the Order is placed for a period of 12 months

7.4. Subject to clause 7.5, if:

7.4.1. the Buyer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.3 by contacting support@thebrandedfurnitureco.com.

7.4.2. complies with the terms of the Policy, where such Policy imposes an obligation on the Buyer; and

7.4.3. the Buyer complies with all such other reasonable requirements that the Seller may request,

the Seller shall comply with Policy, in all material respects (being the Buyer's sole remedy if the Goods fail to comply with clause 7.3), following which the Seller shall have no further liability to the Buyer for the Goods' failure to comply with clause 7.3.

7.5. The Seller shall not be liable for the Goods' failure to comply with the warranty in either clause 7.1 or 7.3 if:

7.5.1. the Buyer does not fully comply with clauses 7.2 or 7.4 (as appropriate);

7.5.2. the Buyer has not paid the total price of the Goods;

7.5.3. further use is made of such Goods after either:

7.5.3.1. a notice is given in accordance with clause 7.2 or 7.4 or

7.5.3.2. the Buyer is aware that the circumstances mean that such a notice should be provided;

7.5.4. the defect arises because the Buyer or the end customer failed to follow the Seller's verbal or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good practice;

7.5.5. the defect arises as a result of the Seller following any drawing, design or Goods Specification supplied by the Buyer;

7.5.6. the Buyer or an unauthorised third party alters or repairs such Goods without the prior written consent of the Seller;

7.5.7. the defect arises as a result of fair wear and tear, wilful damage and/or misuse, negligence, or abnormal storage or working conditions or abnormal use; and/or

7.5.8. the Goods differ from their description or any Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7.6. Except as provided in this clause 7, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clauses 7.1 or 7.3.

7.7. The warranties set out in this clause 7 shall apply to any repaired or replacement Goods supplied by the Seller pursuant to the Policy.

8. Title and risk

8.1. Risk of damage to or loss of the Goods shall pass to the Buyer on delivery.

8.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, title in the Goods shall not pass to the Buyer until the earlier of:

8.2.1. the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due, in which case title to the Goods shall pass at the time of payment of all such sums; and

8.2.2. the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 8.4.

8.3. Until such time as title in the Goods passes to the Buyer, the Buyer shall:

8.3.1. hold the Goods as the Seller's fiduciary agent and bailee;

8.3.2. keep the Goods separate from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

8.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.4. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery;

8.3.5. notify the Seller immediately if it becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.11; and

8.3.6. give the Seller such information relating to the Goods as the Seller may require from time to time.

8.4. Subject to clause 8.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:

8.4.1. it does so as principal and not as the Seller's agent; and

8.4.2. title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

8.5. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.11 then, without limiting any other right or remedy the Seller may have:

8.5.1. the Buyer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

8.5.2. the Seller may at any time:

8.5.2.1. require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

8.5.2.2. if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8.6. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does

so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

9. Buyer's obligations

9.1. The Buyer shall:

9.1.1. ensure that the terms of the Order, the Order Acknowledgement and (if submitted by the Buyer) the Goods Specification are complete and accurate;

9.1.2. co-operate with the Seller in all matters relating to the Goods; and

9.1.3. promptly provide the Seller with such information and materials as the Seller may reasonably require, and ensure that such information is accurate in all material respects.

9.2. If the Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default"):

9.2.1. the Seller shall without limiting its other rights or remedies have the right to suspend performance of the affected obligation until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;

9.2.2. the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations; and

9.2.3. the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

10. Third Party Intellectual Property Claims

10.1. Subject to the remainder of this clause and clause 11, if a claim is made against the Buyer that the Goods infringe or that their use or resale infringes the Intellectual Property Rights of any other person then, unless the claim relates to Goods which were manufactured to a Goods Specification supplied by the Buyer, the Seller shall pay the Buyer's reasonable costs and expenses suffered or incurred by the Buyer arising out of or in connection with such claim.

10.2. The Seller's liability under this clause 10 is conditional on the Buyer discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Buyer that may reasonably be considered likely to give rise to a liability under this clause 10 ("Claim"), the Buyer shall:

10.2.1. as soon as reasonably practicable, give written notice of the Claim to the Seller, specifying the nature of the Claim in reasonable detail;

10.2.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Seller;

10.2.3. give the Seller and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents,

representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Buyer, to enable the Seller and its professional advisers to examine them and to take copies (at the Seller's expense) to assess the Claim; and

10.2.4. give the Seller sole authority to avoid, dispute, compromise or defend the Claim.

10.3. Nothing in this clause 10.3 shall restrict or limit the Buyer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this clause 10.

11. Limitation of liability

11.1. References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

11.2.1. death or personal injury caused by negligence;

11.2.2. fraud or fraudulent misrepresentation; and

11.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979.

11.3. Subject to clauses 11.2 and 11.4, the Seller's total liability to the Buyer under each Contract shall not exceed the price paid or payable by the Buyer pursuant to that Contract.

11.4. Subject to clause 11.2 the following types of loss are wholly excluded:

11.4.1. loss of profits;

11.4.2. loss of sales or business;

11.4.3. loss of agreements or contracts;

11.4.4. loss of anticipated savings;

11.4.5. loss of use or corruption of software, data or information;

11.4.6. loss of or damage to goodwill; and

11.4.7. indirect or consequential loss.

11.5. The parties agree and acknowledge that the Buyer shall be solely responsible for the terms (including, in particular, with respect to price and promotions) on which it agrees to supply the Goods and any other goods to its own customers and the Seller shall, in no circumstance, have any liability for any loss suffered or incurred by the Buyer as a direct or indirect result of the application of any such terms.

11.6. The terms implied by sections 13 to 15 of the Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.7. This clause 11 shall survive termination of the Contract.

12. Product recalls

12.1. If the Buyer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market ("Recall Notice"), it shall immediately notify the Seller in writing, enclosing a copy of the Recall Notice.

12.2. Unless required by law, the Buyer shall not undertake any recall or withdrawal without the written permission of the Seller and then only in strict compliance with the Seller's instructions about the process of implementing the withdrawal.

13. Intellectual Property Rights

13.1. The Buyer acknowledges and agrees that all Intellectual Property Rights:

13.1.1. used for the design and/or manufacture of the Goods that originate from the Seller; and

13.1.2. in the Brand,

shall remain the exclusive property of the Seller (or, where applicable, the third party licensor from whom the Seller derives the right to use them) and the Buyer shall acquire no rights in or to such Intellectual Property Rights unless expressly agreed otherwise between the parties in writing.

13.2. All Seller Materials are and shall remain the exclusive property of the Seller. The Buyer shall be permitted to use Intellectual Property Rights and supplied marketing materials of the Brand in accordance to the brand guidelines and the Distribution Agreement.

13.3. The Seller reserves the right to withdraw permission for use of the Brand's materials or Intellectual Property Rights immediately if in breach of brand guidelines or the Distribution Agreement.

14. Confidentiality

14.1. For the purpose of this clause 14, "Confidential Information" means all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Seller, the Seller's involvement in the manufacture of the Goods and any Intellectual Property Rights of the Seller in connection with the manufacture and/or sale of the Goods.

14.2. The Buyer shall:

14.2.1. keep in strict confidence all Confidential Information;

14.2.2. only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Buyer's obligations under the Contract; and

14.2.3. ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.

14.3. The Buyer may disclose such of the Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

14.4. This clause 14 shall survive termination of the Contract.

15. Termination

15.1. Without limiting its other rights and remedies, each party ("the Terminating Party") may at any time terminate the Contract with immediate effect without compensation to the other ("the Other Party") by giving written notice to the Other Party if the Other Party commits a material breach of its obligations under the Contract. If such breach is not remediable, such notice shall be effective to terminate this Contract immediately. Where such breach is remediable, the Other Party shall have a period of twenty-eight (28) days from the date of the notice in which to remedy the breach. In the event of failure by the Other Party to remedy the breach within such time limit, the original notice shall terminate the Contract with effect from the expiry of the period set down in the notice.

15.2. Notwithstanding the terms of clause 15.1, without limiting its other rights or remedies, the Seller may terminate the Contract (and/or any other contract between the Seller and the Buyer) with immediate effect by giving written notice to the Buyer if:

15.2.1. the Buyer fails to pay any amount due under the Contract on the due date for payment;

15.2.2. the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

15.2.3. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a solvent amalgamation or reconstruction;

15.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a solvent amalgamation or solvent reconstruction;

15.2.5. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

15.2.6. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

15.2.7. the holder of a qualifying charge over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver;

15.2.8. a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer;

15.2.9. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.2 to clause 15.2.8 (inclusive);

15.2.10. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

15.2.11. the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

15.2.12. in the Seller's sole opinion, there is, or is likely to be, a conflict of relationships between the Buyer and a third party with whom the Seller has contracted with or intends to contract with for any reason.

15.3. Without limiting its other rights or remedies, the Seller may suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 15.2.2 to clause 15.2.11, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or clause 15.2.12. If the Buyer has not rectified the situation giving rise to the suspension within 14 days, the Seller may terminate the Contract (and/or any other contract between the Seller and the Buyer) with immediate effect by giving notice in writing to the Buyer.

15.4. On termination of the Contract for any reason:

15.4.1. the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods delivered but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

15.4.2. the Buyer shall return all of the Seller Materials. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

15.4.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

15.4.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. Force majeure

16.1. For the purposes of the Contract, "Force Majeure Event" means an event beyond the reasonable control of the Seller including strikes, lock-outs or other industrial actions or trade disputes (whether involving the workforce of the Seller or a third party), failure of a utility service or transport network, act of God, explosion, flood, storm, tempest, fire, accident, global pandemic, war or threat of war, riot, civil commotion or requisition, sabotage, insurrection,

malicious damage, compliance with any law or governmental order, rule, regulation or direction (including import or export regulations or embargoes), power failure or breakdown of plant or machinery, disruption to obtaining raw materials, labour, fuel, essential components, parts or machinery (howsoever caused), default of the Seller's suppliers or subcontractors and/or refusal or failure by any warehouse to accept delivery on behalf of the Seller.

16.2. The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.

16.3. If the Force Majeure Event prevents the Seller from delivering the Goods for more than four weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Buyer.

17. General

17.1. Notices

17.1.1. A notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice, and shall be delivered personally or sent by prepaid first class post or other next working day delivery service, or by commercial courier or email.

17.1.2. A notice sent in accordance with clause 17.1.1 shall be deemed to have been received:

17.1.2.1. If delivered personally, when left at the address referred to in clause 17.1.1;

17.1.2.2. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting to the address referred to in clause 17.1.1; and

17.1.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt to the address referred to in clause 17.1.1 is signed; or

17.1.2.4. if sent by email, at 9.00 am on the next Business Day after transmission , if sent to:

17.1.2.5. the email address in the Account (in the case of notices sent to the Buyer);

17.1.2.6. sales@thebrandedfurnitureco.com (in the case of notices sent to the Seller)

and in both cases provided always that no delivery failure, rejection or 'mailbox full' message is received by the sender

17.1.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.2. Assignment and other dealings

17.2.1. The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

17.2.2. The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

17.3. Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.4. Severance

If any provision of the Contract is held by a court or other competent authority to be illegal, invalid or unenforceable in whole or in part, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the other provisions of the Contract.

17.5. No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.6. Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7. Governing law and jurisdiction.

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England, and each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any such dispute or claim.