

# SONNAZ

UPHOLSTERY • FURNISHINGS • RESTORATION

## Conditions of Sale

### 1 Definitions

- 1.1 The '**Conditions**' shall mean these Conditions of Sale.
- 1.2 The '**Company**' shall mean Sonnaz Ltd
- 1.3 The '**Goods**' shall mean the goods and services defined in the Quotation.
- 1.4 The '**Purchaser**' shall mean the purchaser of the Goods.
- 1.5 The '**Quotation**' shall mean the quotation provided by the Company to the Purchaser.
- 1.6 The '**Purchase order**' shall mean the Purchase order (excluding any terms and conditions appearing on or referred to therein) placed by the Purchaser with the Company for the supply of the goods.
- 1.7 The '**Contract**' shall mean the Purchase order signed by the Purchaser and accepted by the Company in writing, together with the agreed conditions.
- 1.8 The '**Price**' shall be the quoted price (exclusive of VAT) for the goods.

### 2 General

- 2.1 Unless otherwise agreed in writing, these Conditions apply exclusively to each Contract for the sale of goods or services by the Company to the Purchaser. **Any additional or different terms or conditions proposed by the Purchaser are expressly objected to and will not be binding upon the Company unless specifically agreed to in writing by the Company.** Any order for, or any statement of intent to purchase hereunder shall constitute assent to these Conditions.
- 2.2 Unless otherwise specified in writing by the Company, any Quotation by the Company will expire 30 days from its date and may be modified or withdrawn by the Company prior to receipt of the Purchaser's acceptance.

### 3 Price and Payment

- 3.1 Payment of the Price (Restoration Orders) shall be made by the Purchaser upon order placement (50%) with a balance payment made prior to collection/delivery.
- 3.2 Payment of the Price (Product Range) shall be made by the Purchaser upon order placement (100%).

### 4 Delivery

- 4.1 If the Purchaser fails to take delivery of the Goods or fails to give adequate delivery instructions then, without affecting any of the Company's other rights or remedies, the Company may store the Goods until actual delivery takes place and charge for the reasonable costs (including insurance) of storage. The Company may, after 30 days, sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account for the excess over the Price or charge the Purchaser the amount of any shortfall.

### 5 Title & Risk

- 5.1 Risk of damage to or loss of the Goods passes on delivery or, if the Purchaser wrongfully fails to take delivery, at the time when delivery is tendered.

### 6 Insolvency of the Purchaser

- 6.1 If the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Purchaser, or the Purchaser ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this clause is about to occur (and

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notifies the Purchaser accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

## **7 Warranty**

- 7.1 Except as set out below, the Company warrants that the Goods will correspond with any agreed specification and will be free from defects in materials and workmanship for 12 months from delivery (the "Warranty Period"); In the case of delivery of services, the Company only warrants that they have been given with reasonable skill and care. All other warranties, conditions or other terms, whether express, implied, statutory or otherwise (including, but not limited to, satisfactory quality and fitness for purpose) are excluded. This warranty shall not apply if the defect cannot be proved to be a result of the Company's default.
- 7.2 If any defect appears within the Warranty Period, the Purchaser shall promptly notify the Company. Where any valid warranty claim is made, the Company can choose either to repair or replace the Goods (or the part in question) free of charge but the Company shall have no further liability.

## **8 Limitation of Liability**

- 8.1 The remedies of the Purchaser set forth herein are exclusive and the total liability of the Company, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall not exceed 100% of the Price or £1,000.00, whichever is greater. All liability of the Company on all claims of any kind shall terminate upon expiry of the Warranty Period, provided that the Purchaser may enforce a claim accruing during the Warranty Period by an action timely commenced in accordance with the applicable statute of limitations, but in no event greater than six months after the expiration of the Warranty Period.
- 8.2 The Company does not except any claims on restoration commissions if the commissioned item(s) have been stripped by the Company and it becomes apparent that (i) additional work is required, or (ii) the commissioned item(s) are beyond repair. In this instance the Company will immediately cease works and make the Purchaser aware that further consultation will be required. A revised Quotation will be raised by the Company to cover any additional works and deliveries required as a result of the consultation.
- 8.3 In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall the Company be liable for loss of profit, revenue, business, contracts, opportunity, goodwill, use, production, anticipated savings, expenses, costs or similar loss; and/or any special, consequential, incidental, indirect, speculative, loss or damage.
- 8.4 The Company does not exclude or restrict liability for breach of the statutory warranty as to title and quiet possession or any liability of the Company for death or personal injury caused by reason of the negligence of the Company.

## **9 Force majeure**

- 9.1 The Company shall not be under any liability to the Purchaser for any failure to perform any of its obligations under the Contract where it is prevented by (i) reasons beyond its reasonable control including without limitation any act of God, war, riot, malicious damage, strikes or other labour disturbances, lockout, industrial action, government action, accident, breakdown of machinery, default of suppliers, fire, flood, storm, drought, tempest or similar event; or (ii) acts (or omissions) of the Purchaser including to promptly: (a) provide the Company with information and approvals necessary to permit the Company to proceed with work immediately and without interruption, or (b) comply with the terms of payment, or (c) provide the Company with such evidence as the Company may request that any export and import license or permit has been issued (is such is the responsibility of the Purchaser), or (iii) inability, due to causes beyond the reasonable control of the Company, to obtain necessary materials, necessary components or services. If the performance

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of the Contract is prevented by this Article for more than one hundred twenty (120) days, then either party (except where delay is caused by the Purchaser, in which event only the Company), upon thirty (30) days written notice, may terminate the Contract with respect to the unexecuted portion, whereupon the Purchaser shall promptly pay the Company its termination charges determined in accordance of the Company's standard accounting practices upon submission of the Company's invoices therefore.

## **10 Intellectual property**

10.1 Where Goods are to be made by the Company to the Purchaser's specification and/or design, the Purchaser warrants to the Company that such manufacture will not infringe the patent, copyright, design right, trade mark or other industrial or intellectual property right ('IPR') of any person and undertakes to indemnify the Company from and against all losses, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in connection with any claim for infringement of the IPR of any person as a result of use of the Purchaser's specification.

10.2 All information, drawings, specifications, documents, design material and all other data which the Company has given to the Purchaser is proprietary and confidential and shall remain the absolute exclusive property of the Company together with the copyright therein. The Purchaser agrees that it will not disclose such information to third parties, whether directly or indirectly, without the Company's prior written consent. All intellectual property rights, including but not limited to, inventions, patents, copyrights, trademarks, know how, engineering and drawings and specifications belonging to or provided by the Company and used or developed in the course of the fulfilment of the Contract by the Company shall remain the absolute exclusive property of the Company. However, the Company grants the Purchaser and its customers, a royalty free, non-exclusive, non-transferable, license to use all intellectual property rights associated with the Goods and any documentation provided pursuant to these Conditions for the installation, use or maintenance of the Goods.

## **11 Changes**

11.1 The Company reserves the right, in its sole discretion and without incurring any liability to the Purchaser, to:

- i) Alter the specifications or design of the Goods;
- ii) Discontinue or limit the manufacture of any Good (with a 6-month advance notice);
- iii) Cancel or limit the deliveries of any such Good;
- iv) Discontinue or limit the development of any new product, whether such new product has been announced publicly;
- v) Manufacture new good(s) having feature(s) which make any product wholly or partially obsolete;
- vi) Substitute such altered products for the prior Goods in filling orders.

11.2 The Company shall use its reasonable effort to provide the Purchaser with prompt notice of such decisions. The Company and the Purchaser shall then agree on the conditions pursuant to which any order(s) accepted by the Company before such notice shall be filled. The Company shall have no obligation to deliver any Goods deleted or modified pursuant to the above paragraphs, which is ordered by the Purchaser after the issuance of the aforementioned notice.

## **12 Confidentiality**

12.1 In connection with the Contract, the Company and the Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information". The Purchaser shall not provide any Confidential Information to the Company without the Company's prior written consent to receive it. "Confidential Information" as used in these Terms and Conditions shall mean all Goods pricing, all terms of the Contract, and all information related to the business or products of the Disclosing

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Party that is not known generally to the public, provided that the obligations of these Conditions shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party when such source is not, in the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iii) has been or is subsequently independently developed by the Receiving Party without reference to the Confidential Information.

12.2 The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only in connection with the Contract, and permitted use of the Goods, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees to the extent necessary to facilitate the Contract and permitted uses in the Goods and provided that those employees have agreed to be bound by the provisions hereof. The Receiving Party accepts liability that its involved employees will abide by these provisions.

12.3 If either party is required by court order to disclose any Confidential Information, such party agrees, unless prevented from the terms of the court order, to provide the Disclosing Party with prompt notice of each such request, so that the Disclosing Party may seek an appropriate protective order.

### **13 Anticorruption**

13.1 The parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery requirements including but not limited to the Bribery Act 2010 (Relevant Requirements);

13.2 Have and maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the Relevant Requirements;

13.3 Promptly report to you any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; and

13.4 Ensure that any associated person performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the parties this clause 5. Each party shall be responsible for the observance and performance by such persons of the relevant terms.

### **14 Notices**

14.1 Notices to be served on either party shall be in writing.

14.2 Any notice given under the Contract shall be served at or sent to the address of the Purchaser or the Company shown on the Purchase order or such other address as the Purchaser or the Company shall notify to the other party in writing. Notices sent by inland first-class post shall be deemed to have been received two working days after dispatch.

### **15 Entire agreement**

15.1 These Conditions and the documents referred to in them, shall unless otherwise expressly agreed in writing, contain the entire agreement between the Parties and no other agreements, representations, warranties, promises or understandings express or implied will bind the Parties or form part of a Contract. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in these Terms and Conditions or the Contract.

15.2 If the provision of the Contract is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and the Company and Purchaser shall make their best endeavours to replace such provisions by a valid one, covering the original commercial intention as far as legally possible.

### **16 Law and jurisdiction**

16.1 The Contract is construed and shall be interpreted in accordance with the laws of England. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the English courts.

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