

Terms & Conditions - London Cabinetmakers Ltd.

The following terms and conditions describe the way we supply our goods and services. By ordering any of our goods you agree to be bound by these terms and conditions.

When ordering you warrant that:

- a) You are legally capable of entering into binding contracts
- b) You are at least 18 years old
- c) Any information you give is accurate and complete

Prices

The prices charged will be the price quoted at the time of order placement. Quotations provided will remain valid for 4 weeks from the first date of quotation. All quotations prices are exclusive of VAT and delivery costs, unless specifically stated to the contrary. Orders placed from inside the European Union attract no VAT on the order, assuming a relevant and valid VAT number and proof of product export is provided. Where export documents are provided for orders destined for countries outside the European Union VAT is not chargeable.

Charging

When placing an order with London Cabinetmakers Ltd, you submit to the following payment terms:

For Unfitted Furniture

Private Customers:

50% From confirmation of your order

50% Upon Delivery of goods

Business Accounts:

Proforma

For Fitted Furniture:

Private Customers:

50% From confirmation of your order

25% Upon start of Installation

25% On final completion of first confirmed order (this does not include any extra works added to the first order).

Business Accounts:

Proforma

Handmade Production

We believe that the many traditional skills and techniques used to make London Cabinetmakers Ltd designs add to the beauty and individuality of each piece. If you require a higher level of uniformity or finish than these techniques may allow, please discuss your requirements with us before confirming your order.

Wood finishes

Products made by the Company are created, painted and finished as applicable, by hand. Wood finish samples are available to you on request, but it should be noted that these are intended as a guide only. Two pieces are never the same and vary considerably in character, gloss and wood tone.

While the Company aims to provide as close a match as possible, they do not guarantee an exact match.

The Company also requests that where two or more items are intended for the same room, they are ordered together. This affords more opportunity for getting the colour and shading matched as closely as possible.

Wood samples made by the Company are valid for 6months. It is requested that you contact the Company to obtain a new wood finish sample if you intend placing an order out of that period. Failure to do so may result in your finish product having a different shade, material type or colour.

While our Company aims to ensure that photography and other images contained on the website, or any other material where visual representation of our products is made, are accurate and up to date, variations are possible.

All London Cabinetmakers Ltd pieces are handmade and painted by hand; and so variations in colour may occur. Where variations in colour, wood finish, material or other natural causes occur, the Company accepts no liability.

Fabrics

Where material supplied by you or third party supplier does not match the original colour specified, the Company will endeavour to inform you of the difference if a sample has been supplied. The Company does not accept liability for colour imperfections. It is suggested that you ensure with your third party supplier, that the colour you order is from the same sample batch.

Add-on treatments used after you have received your order risk affecting the performance and appearance of the fabric. In addition, where the product has already had a repellent or retardant coating applied, for stains or fire, additional treatment may have an adverse effect. The company accepts no liability for changes. Alterations in appearance, reduction in performance, or any other negative effect that occur to products already delivered as a result of “add-on” treatments applied after receipt.

Bespoke Designs & Reproductions

If a client provides London Cabinetmakers Ltd with a drawing or a image of a piece of furniture to be reproduced, we will make every attempt to be as accurate as possible when undertaking the task however a perfect reproduction cannot be guaranteed unless we have the item to be reproduced physically in our workshop.

Furthermore, the Company will not be held liable for any reproduction made that contravenes any patents or other trademark or copyright. Establishing permission for any copying or

reproduction is the sole responsibility of the client. If made aware, the Company will refuse to accept any orders which contain products with registered patents, trademarks or copyrights.

It is the sole responsibility of the client to inform the Company prior to the order being confirmed if a product specified has any patents, trademarks or copyrights; or if the client has any intention to own the rights of the design provided to London Cabinet Makers Ltd. By entering the contract with the Company, the client agrees that the Company can photograph, distribute and sell the finished product without paying any design fees or commission on the product made by London Cabinetmakers Ltd.

All quotations provided by the Company are done so on the premises that the designs specified are patent free and will be owned by the company after production has been completed. Failure to inform the company of any patents, trademarks or copyrights; or any attempt to claim design rights on pieces already produced and completed by the Company, will be subject to a 400% surcharge on the price paid on the product in question.

Technical Drawing

Where a technical drawing is included as part of the order, the Company will agree on doing up to two revisions to be made as part of the order. Where more than two revisions are requested by the client, the Company reserves the right to levy a fee to cover costs. This fee will be calculated on a 'per hour' basis.

The Company will endeavour to ensure all technical drawings are accurate and complete, however exact sizes and specifications can only be confirmed once the templates have been finalised. Any requirements you have in relation to the technical drawings, must be provided to the Company prior to, or at this stage. Your order must have been placed and first part payment received by London Cabinetmakers Ltd, prior to us carrying out any technical drawings related to your order.

Onsite Visits

Where applicable, London Cabinetmakers Ltd may conduct an onsite visit to provide the client with the advice on style and materials. Since London Cabinetmakers Ltd does not offer an interior design service, clients are required to ensure that all pieces fit spaces available or consult with an interior design professional regarding sizes and colours.

London Cabinetmakers Ltd will provide the client with all specifications and dimensions in the order confirmation/ invoice and the furniture will be produced according to this information once all sizes and material specifications are approved and confirmed by the client. The Company cannot be held responsible for freestanding pieces of furniture which do not fit the space available or for the disposition of the furniture in the rooms where they are intended as this is the sole responsibility of the client.

Lead Time

Deliveries to the London and Home Counties region generally falls between 2-6 weeks. However, this lead time may vary depending on the size of the order placed, and the nominated delivery address. Please feel free to contact London Cabinetmakers Ltd to confirm lead times when you place your order. Where you wish to place an order with a time sensitive delivery date, please contact the Company in advance to discuss your requirements. The Company will endeavour to meet your timescale.

The lead time is applicable only once the first payment related to the order has been paid, all details and specifications confirmed and materials such as fabrics and specialist veneers samples signed off by the client.

All delivery dates provided by the Company are offered in good faith. Notified delivery dates are not legally binding and do not form part of the contract or guarantee. Further more, depending upon the nature of the order, delivery dates should be considered approximates only.

The lead time provided to clients based outside the UK is the lead time for production and dispatch from the London Cabinet Makers Ltd workshops. Although London Cabinet Makers Ltd can provide client with an estimated delivery time for orders outside the UK, we cannot guarantee a specific date as the lead time for deliveries outside the UK may vary depending on a number of factors which are beyond the Company's control, including vehicle availability and the area where the client is based. London Cabinet Makers Ltd recommends the client allow the client at least 6 additional weeks for the date of dispatch from the Company's workshop.

Delivery

All London Cabinetmakers Ltd products are duly packed and boxed before being transported. The Company will contact you prior to delivery to offer available time slots. The time slots available will depend upon logistical requirements, along with dates and availability of the delivery team. While the Company will make every effort to accommodate clients needs, the Company shall not be liable for delivery dates which do not meet clients requests.

Upon delivery, the Company requests you inspect and sign for your order. Signing is accepted as confirmation that you have inspected your order, and that all requested items due for the delivery as part of that order are present and in good condition. Where a third party is left to sign for the delivery on behalf of the client, the Company shall not be held liable or responsible for any defects subsequently found that would have been found on inspection. In addition, failure to sign the delivery note as requested may render claims made against that order as invalid.

Where you fail to accept delivery, either by missing the date or for any other reason, it is your responsibility to arrange redelivery of your order at additional cost to you. An alternative may be to collect your order from an assigned collection point. The Company will not be held liable for care of orders that have already left our storage area. It is your responsibility to ensure your items are checked and complete prior to signing them off, including where they are

delivered to an assigned collection point. The Company accepts no liability for items damaged once they have been delivered.

If your furniture is ready and you are unable to accept delivery after 10 days from the ready date of your furniture, we reserve the right to charge a storage fee of 1% of the total order value per day.

Delivery Services

Access check. In the event that the client requires an onsite access check, there is a charge of £180 + vat for the properties in London and the Home Counties. The conclusions drawn on the day of the visit may affect how the furniture needs to be made, so the order can only be processed after the access check is completed.

Standard Delivery Service. Our Standard Delivery service, is a point to point service, our team will be instructed to place your order in a room of your choice on the ground floor upon arrival, unpack the furniture and remove all packaging from the property. We may provide additional delivery services to our customers as a courtesy, such as bringing the furniture above the ground floor. Where we do this as a courtesy we will not be held liable for any damage caused to fixtures or fittings in the building during the course of delivery.

Where your order is for a dining Table, Desk or Bed and assembly is required, this is included in the standard Delivery Service. The Standard Delivery Service includes deliveries from Monday to Friday.

Were our delivery team concludes that your specific order will require additional resources, such as hoisting or the delivery of the furniture through a window, this type of delivery is not included in any of our standard delivery services and will therefore be quoted for on an individual basis.

Product Dimensions

The Company provide dimensions for item and products. It is your responsibility to ensure the products you have ordered will fit into the space or room you intend it for. This includes checking doorways, ceiling and staircase dimensions. The Company can arrange an onsite access check for customer prior to placing and order

The Company aims to ensure all sizes and dimension contained in any other marketing, advertising or other material which provides information about their products, are accurate and correct. However, since all product are made by hand, some small difference may occur. Where there are specific dimension requests relating to the space your product is intended for , please notify the company in advance so this can be taken into consideration. The Company will not be liable for any issues or problems arising where there was a failure on the part of the client to provide the necessary information.

Leveling

Products made by the Company are levelled to ensure their doors (where there are any) hang evenly, and they stand correctly without problem. Where the floor at the intended destination is not level, the company will accept no liability for the look and wear and tear of the product in situ. In addition, the company will provide levellers, at a cost for uneven surfaces, and a request for these should be made to the Company.

Quality

In accordance with their standard procedures, the Company states that, on delivery, all products shall:

1. Conform with the agreed description and any detailed specification.
2. Be absent any material defects in relation to workmanship, design and materials.

3. Be of a quality that meets that standards laid out in the Sale of Goods Act 1970

Subject to the above statement, the following applies:

- 1. Where to customer discovers any reason the goods supplied do not comply with the warranty set out:**
 - a. The customer will give notice in writing to the Company within a reasonable time of that discovery, and:
 - b. The Company will be given the opportunity to examine the goods concerned and:
 - c. The Customer shall (if requested by the Company) return the goods to the Company at their workshops, at the Company's Cost. The Company shall, at its option, repair or replace the defective goods or refund the price of the defective goods in full.
- 2. The Company shall not be held liable for goods which do not comply with the warranty set out, in the following circumstances:**
 - a. The customer continues to make use of the goods after notifying the Company of the defect:
 - b. The defect arises because the customer has failed to follow any written or verbal instructions, which relate to storage, installation, commission, maintenance, and use fo the goods in question, or where there are not such instructions laid out in the above methods, fails to take reasonable care of the product:
 - c. The problem has arisen as a result of the Company following the instructions, details, designs, drawings and or specifications which have been supplied by the customer.
 - d. The customer alters or repairs themselves, the goods in question, without written permission from the Company:

e. The defect has arisen as a result of wear and tear, negligence, wilful damage, unusual or inadvisable working conditions, or incorrect storage: or

f. The goods differ from their description due to necessary changes made to ensure the product complies with any necessary statutory or regulatory requirements.

Aside from the foregoing Terms and Conditions, all conditions, warranties, statutory rights, and other rights affecting consumer purchase, either by statute or common law, are to the fullest extent permitted by law, excluded from this contract. And these Terms and Conditions shall be applicable to any replaced or repaired goods also supplied by the Company.

Wood Movement

All goods provided by the Company are crafted by hand using carefully selected wood with a specific moisture content ranging between 9-11 percent. Finished products are best maintained in buildings where the temperature is around 20 degrees, and the humidity ranges between 10-15 percent, whether naturally or heating units, determined by season or otherwise. The Company accepts no liability for the atmosphere of the building the product is contained in, and any adverse effect it may have on the product.

The wood used by the Company to build products will continue to change its moisture levels as it responds to climatic changes in your home or building. Where it loses moisture, it will shrink, correcting itself as humidity rises again. This is a normal state of fluctuation and is not an issue covered by warranty. Natural changes do not affect the solidity and quality of these products.

The Company advises not to place fine wood furniture close to heating or air-conditioned outlets. Where this is your only option, the Company advises you should place a shield or guard to direct air flow away from the furniture. Exposing your furniture item to extreme temperatures or variations in humidity can damage fine wood pieces. This can include variations which are caused by the

use of radiators, fireplaces, humidifiers or space heaters. Your furniture should not be affected by gradual changes, and abrupt changes can increase the risk of potential damage.

The Company will not be held liable for wood movement.

Customers Inside The European Union

Customers based inside the European Union will not be required to pay VAT on any order where they can produce a VAT number and proof of export to the Company. For quotes regarding packaging, air and sea shipping costs, and / or home deliveries, please contact the Company.

Customers Outside The European Union

All items of furniture can be shipped globally. The Company will be able to assist in the organising, exporting and packing and the subsequent shipping of their goods to any destination around the world. It should be noted that the Company does not get involved with shipping itself, and will not assist with the completion of the shipping documentation. This process requires specialty knowledge of the intended destination. The Company recommends that clients make use of a reputable shipping company to complete the relevant documentation.

A copy of all shipping documentation must be provided to the Company prior to the item being shipped. This is required where you are exempt from VAT. Failure to provide this documentation means your sales invoice will be charged for the full amount, inclusive of VAT. Where this occurs, a refund can be made on subsequent production of the shipping documentation.

Where products are to be uplifted from the UK workshop or warehouse, the company requires the client, or a representative of the client, to be in attendance to sign a note of satisfaction, confirming the furniture is present and received in good condition.

The Company can, as an alternative, arrange delivery of the furniture, at a cost to the client, to shippers are appointed by the client. The Company will still require the client, or clients representative to be present at the handing over to the shippers, to sign off on receipt of the products in good condition. The Company accepts no liability for damage to any product once the delivery not has been signed off and accepted.

Orders placed outside the European Union may be subject to import duties and taxes at the final destination. The Company is not liable for such fees or requirements, and it is solely the responsibility of the client to comply with any legal requirements concerning their importation.

Where goods removed from the UK are then found to have a fault, it shall be the responsibility of the client to return the product to the Company in the UK for inspection, including the payment of any necessary costs. Where the item is replaced or repaired, the Company will deliver it to a UK destination. Any requirement to have it exported abroad is the responsibility of the client, including any cost incurred for its transportation.

Returns And Cancellations

The Company provides a skilled bespoke service, and all products are made to a personal specification. Therefore, the statutory seven (7) day cancellation period under article 10 of the Consumer Protection Regulations 2000 does not apply. No cancellations will be accepted by the Company once production has begun.

Where the client cancels an order prior to the start of production, the client will be responsible for all the costs incurred to that point by the Company, including the fees of designing the product in question, as well as the production of bespoke wood finish samples, standard finish samples, order management and others. The Company shall retain 50% of any deposit paid against the order

Customers who wish to purchase display items from the London Cabinet Makers Ltd showroom are expected to inspect the items

during their visit to ensure they are in an acceptable condition before confirming the order with London Cabinet Makers Ltd.

Risk And Title

The ownership of the products remains with the Company even after delivery, until they are paid for in full. However risk for products passes to the client on receipt of the goods. Until the client becomes the full and complete owner of the products, they may not sell or part with possession of the goods. The Company withholds the right to enter any property where the goods are being held, for the purposes of recovering those goods while the ownership remains with the Company.

Liability

All goods are supplied on condition that the amount of liability in relation to any defects or faults in the condition, Quality, fitness for purpose or description of those goods, does not amount to a sum that exceeds the purchase price of the specific goods themselves.

In the event that the Company is unable to supply goods upon receipt of an order, the Company shall not be held liable by the customer , by way of contract, tort (including negligence), breach of statutory rights or duty, or any other method, for any of the following.

1. Loss of profit:
2. Any consequential loss or indirect loss suffered:
3. Loss of revenue
4. Loss of business:
5. Loss of savings or anticipated sum of savings:
6. Loss of date: or

7. For any loss of time, wast of office or management time, which has arisen under or though connection with the contract.

Furthermore, the customer shall not hold the Company liable for any innocent or negligent misrepresentation, or for any representation or warranty that falls into the following:

1. Is not set out in the contract agreed upon; or
2. Is based upon any statement made in the contract.

Events Outside Control

Where events outside the reasonable control of the Company, including a Force Majeure Event, result in a failure to perform on the part of the Company, or delay in the performance by the Company, of the obligations set out in the contact, the Company will not be held liable. Furthermore, the Company is entitled to suspend performance for duration of the period during which the event outside their reasonable control continues, without penalty. The Company retains the right to introduce an extension of time to any contract affected by an event outside their reasonable control, for the purpose of completing and fulfilling that contract, and that period of time may be determined by the Company. The Company will commit to finding a solution to bring an end to the event outside its reasonable control, or find a solution to fulfil its obligations under the contract regardless of the event continuing.

Notices

Notices or writing given to a party, under or in connection with any contract, are to be made in writing and addressed to that party at its principal place of business, registered office or where applicable, any other address specified to the party in writing in accord with this clause. This notice or writing must be delivered in person, or by recorded delivery, electronic mail (email), pre-paid first class post or commercial courier.

A notice or writing delivered by one the the stated methods will be deemed to have been received in the following circumstances; where it has been delivered by hand or in person, at that time of delivery; in the event it has been sent by pre-paid first class post recorded delivery, at 10AM on the second buisness day after posting; where delivery has been made by commercial courier, at the time and date signed of by the Company and recorded on the delivery receipt held by the courier; where sent by email, one business day after the transmission has been sent.

This clause on notices does not apply to the service or sending of any documents or proceedings that relate to any legal action.

Amendments

The Company reserves the right to update the Terms and Conditions for legal, regulatory or any other reason. Any changes made by them to the Terms and Conditions will be notified, where applicable, to customers and clients of the Company by email.

Applicable Law

These Terms and Conditions will be subject to the laws of England and Wales. The Company will endeavour to resolve any disagreements proficiently and within good time. Where a customer feels legal action is necessary, court proceedings must be raised within the United Kingdom.