



TRIPTYCH

EST. 2018

BASIC TERMS + CONDITIONS

ORDER CONFIRMATION DETAILS OCD form must be 100% complete for Order to commence and a signed Quote Document.

PAYMENT 50% deposit to commence Orders, 50% balance required to release goods.

GBP
HSBC
TRIPTYCH FURNITURE Limited
Account No.: 61481282
Sort Code: 401916
BIC: HBUKGB4128V
IBAN: GB33HBUK40191661481282

LEAD TIMES 8-12 weeks, unless advised otherwise in writing. Due to the handcrafted nature of our artisanal individually produced pieces, unanticipated delays may occur.

FULL TERMS + CONDITIONS

DEFINITIONS

'Buyer' means the customer, the purchaser of the Goods. The individual or entity identified on the Buyer's Purchase Order, Quote Document and OCD.

'Customised' 'Bespoke' means Goods, altered or customised from standard size and finish specifications, provided by the Buyer.

'We' means TRIPTYCH FURNITURE Limited (England and Wales company number 09508563).

'Goods' means the Goods (or any part of them) set out in the Order and will include any Services attached to those Goods.

'Order' means the Buyer's Order for the supply of Goods and/or Services, as set out in the Buyer's written acceptance of a Quote Document and OCD Form.

'OCD' means 'Order Confirmation Details'. The OCD form must be one hundred percent complete for Order to commence.

'Quote Document' means the detailed quotation provided by TRIPTYCH FURNITURE including all dimensions, finishes and where applicable photographs, delivery options and any other necessary information for the Order.

'Services' means services relating to Goods transportation and deliveries.

'Standard' means standard sized Goods, made-to-order at TRIPTYCH FURNITURE standard size and specifications.

'Written' 'In Writing' includes both physical documentation and email correspondence.

ENTIRE AGREEMENT

Unless otherwise specifically agreed to in writing by TRIPTYCH FURNITURE, these Terms and Conditions of Sale 'Terms' shall apply to any and all Orders placed by the Buyer for any of TRIPTYCH FURNITURE's Goods or services the 'Good(s)', whether or not such Order is subject to a signed Purchase Order or other agreement between Buyer and TRIPTYCH FURNITURE. These Terms supersede and control TRIPTYCH FURNITURE's condensed, abridged terms and conditions (the 'Basic T&Cs'), which are provided to the Buyer for reference purposes only and shall, always and in all manners, be subject to these Terms.

These Terms apply to the Contract (being the contract between TRIPTYCH FURNITURE and Buyer for the sale and purchase of the Goods in accordance with these Terms to the exclusion of any other terms that the Buyer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Acceptance of Orders is based on the express condition that buyer agrees to all

of the Terms and Conditions contained herein. Acceptance of delivery by buyer will constitute buyer's assent to these Terms and Conditions. These Terms and Conditions represent the complete agreement of the parties, and no Terms and Conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon TRIPTYCH FURNITURE unless made in writing and signed and approved by an officer of TRIPTYCH FURNITURE. No modification of any of these terms will be affected by TRIPTYCH FURNITURE's shipment of goods following receipt of buyer's Purchase Order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

All production-related limitation periods commence at the earliest upon full acceptance of these Terms and Conditions. All manufacturing-related time periods begin, at the earliest, with the full acceptance of these general Terms and Conditions.

Field staff are not authorised to agree conditions that deviate from these Terms and Conditions. There are no verbal ancillary agreements. All agreements, subsidiary agreements, assurances etc. must be recorded in writing or made

known to TRIPTYCH FURNITURE in writing.

QUOTATIONS

Quotations are valid for thirty (30) days barring errors or omissions. As prices are ex-studio, an additional freight component must be charged. All prices on Quote Documents exclude VAT. Pricing may be subject to change without notice.

Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be the price current at the time of delivery.

Rates of tax and duties on the goods will be those applying at the time of delivery.

At any time before delivery TRIPTYCH FURNITURE may adjust the price to reflect any increase in costs of supplying the goods.

DESIGN MODIFICATIONS/CUSTOM + BESPOKE

Modifications to Goods outside the standard specifications may be possible. All requests for modifications must be submitted in writing and are subject to TRIPTYCH FURNITURE's approval. Additional lead time and surcharge will apply.

Design Fees for Customised and/or Bespoke Goods command a design fee starting from five hundred pounds (£500) plus VAT.

For Customised and Bespoke Products TRIPTYCH FURNITURE reserve the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to TRIPTYCH FURNITURE which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacturing). If, subsequent to order, there are any changes in delivery dates, quantities or specifications for the Goods and Services which are requested by the Buyer, or there is a failure by the Buyer to give TRIPTYCH FURNITURE adequate information or instructions then we reserve the right to increase the price of the Goods and Services, and will inform the Buyer prior to delivery. TRIPTYCH FURNITURE retains all intellectual property rights over a custom made and bespoke designs. When ordering a custom or bespoke item

TRIPTYCH FURNITURE can only provide an estimated lead-time.

We accept no responsibility for delays in the production as many external factors can affect the time it takes to manufacture Custom and Bespoke orders.

If the Buyer is providing TRIPTYCH FURNITURE with imagery to reproduce, TRIPTYCH FURNITURE cannot guarantee an exact match unless complete CAD drawings are supplied. TRIPTYCH FURNITURE reserve the right to alter dimensions during the production process to enhance the comfort and the look of custom and bespoke items. The Buyers must confirm the specification by signing the CAD drawing at the point of order. Once the Order has gone into production it may not be possible to make changes to the design.

Where amendments are possible, any additional costs incurred will be charged and the revised lead-time confirmed. Changes to the design after initial delivery including collection and redelivery will be charged.

COM/COL

Production will not begin on any Products requiring any type of material, leather, fabric, trim or cords supplied by the Buyer 'Customers Own Materials/Leather' 'COM/COL' until ALL the materials for the product ordered have arrived, been identified and inspected. The Buyer is responsible for ensuring that all materials are identifiable and labelled clearly and correctly when received. TRIPTYCH FURNITURE shall make commercially reasonable efforts to identify and use the most suitable and quality portions of the COM/COL, in its sole and absolute discretion, for production of any Product. TRIPTYCH FURNITURE shall not be responsible for any markings on, or distortions of, any materials that may be visible on upholstered Goods or other Products. The Buyer assumes complete responsibility for the suitability, general wear, wear-ability, safety, or fire code validity of the materials supplied by the Buyer. TRIPTYCH FURNITURE takes no responsibility or liability for the selection of the COM/COL chosen by the Buyer or for the amount of COM/COL required. TRIPTYCH FURNITURE are happy to provide estimates. TRIPTYCH FURNITURE warranties do not extend to the COM/COL supplied by the Buyer. No excess or off-cut fabrics will be returned to the Buyer. If the Buyer is providing own fabric or leather for upholstery, please supply TRIPTYCH

FURNITURE with a sample and upholstery instructions in advance so that checks can be made so it is workable with Order.

It is the Buyer's responsibility to advise TRIPTYCH FURNITURE of any specific pattern repeat or directional fabric requirement as the quantity required may alter. Unfortunately, TRIPTYCH FURNITURE cannot accept responsibility for fabric wrongly received or mistakes in upholstery if this information is not received. TRIPTYCH FURNITURE also reserve the right to reject fabric or leather that in TRIPTYCH FURNITURE opinion is not of suitable quality or advise the Buyer if extra charges apply.

COM/COL must be supplied with a fire retardant, which meets British fire regulations or the fire regulations of the destination country. It is the responsibility of the Buyer to assess the needs of the project for FR certification.

A minimum of 10% upcharge will be applied to all Orders which include COM/COL.

SPECIFICATIONS

All drawings, dimensions, samples, descriptive matter and specifications are intended as a guide only. TRIPTYCH FURNITURE reserves the right to change, alter or modify the design, dimensions, construction or costing of any item without prior written notice.

ORDER AMENDMENTS

Due to tight lead times, TRIPTYCH FURNITURE begin production shortly after Orders are placed. Therefore, we are only able to change the Order if manufacturing has not already started. Once the Order has been confirmed any request for subsequent changes must be sent in writing. No guarantee can be given that the requested change can be made. Any variation or cancellation agreed to by TRIPTYCH FURNITURE will incur additional costs.

PRODUCTION + LEAD TIMES

Production takes place in batches. Experience shows that identical order details also lead to different batches with differences and features (for example regarding surface and colour) that can also be seen with the naked eye; it is thus the Buyer's responsibility to take into account the buffer quantities required for a uniform design and a special visual impression when placing an Order. There may also be differences in colour and quality within a single batch. Different

batches show different behaviour with respect to environmental conditions and weathering and use.

TRIPTYCH FURNITURE will provide the Buyer with an estimated delivery time upon placement of the Order. Please contact the TRIPTYCH FURNITURE sales office for current lead time estimates.

Delivery dates and lead times are estimates only, are based on current Production schedules at the time of the acceptance of Order and are subject to change without prior notice. Standard lead time is generally estimated at eight (8) to twelve (12) weeks from the date TRIPTYCH FURNITURE obtains all of the following:

- i. Buyer's written approval of the Order by way of signed Quote Document and submitted OCD;
- ii. the required deposit;
- iii. all required information to manufacture the Goods, such as, approved (signed off by Buyers) drawings and specifications with respect to the dimensions, colour, finish, or other details related to the Goods.

Failure to provide all pertinent and relevant information may delay lead times. Lead times are an estimate and commence upon receipt of deposit payment. Goods will only ship once balance payments have cleared. TRIPTYCH FURNITURE shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labour difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, traffic disturbances, inability to obtain necessary labour, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. If any such event occurs, we may extend delivery date by a period of time necessary to overcome the effect of such delay, allocate available Goods or cancel any Purchase Order.

Goods will only ship once the balance payment has cleared and received in TRIPTYCH FURNITURE bank account. Whilst TRIPTYCH FURNITURE will make every effort to achieve nominated delivery dates, delays do not constitute a breach of contract and TRIPTYCH FURNITURE are in no way liable for any resulting damages.

TRIPTYCH FURNITURE will use reasonable efforts to meet shipment or delivery dates specified by TRIPTYCH FURNITURE or the Buyer, but the Buyer acknowledges and agrees that such dates are estimates only and are not a firm commitment.

If the Project is delayed by an event that impacts the Completion Date, then this may constitute a 'relevant event' for which TRIPTYCH FURNITURE may be granted an extension of time (i.e. the completion date in the contract is adjusted).

The Buyer cannot claim damages or penalties, loss of earnings, loss of profit, consequential damages or indirect damages due to delay or complete failure to deliver or perform that is due to slight negligence on the part of TRIPTYCH FURNITURE or its employees. Nor is there any right of withdrawal in such cases. Insofar as TRIPTYCH FURNITURE or its employees have caused the delay in delivery or service provision through gross negligence or intent.

ACCEPTANCE + CONFIRMATION OF ORDER

The Order (being Order for the Goods as set out in OCD and Buyer written acceptance of Quote Document) constitutes an offer by the Buyer to buy the Goods (being the Goods, or any part of them, set out in the Order) in accordance with these Terms and Conditions. The Buyer is responsible for ensuring that the Order and Specification (being the specification for the Goods, including any related plans and drawings) are complete and accurate. All Orders must be confirmed in writing and we cannot accept responsibility for errors that may occur with a telephone Order which has not been confirmed in writing.

All Written Orders are subject to acceptance by TRIPTYCH FURNITURE. Acceptance of Orders are based on the express condition that the Buyer agrees to all the Terms and Conditions contained herein.

The Order becomes binding as soon as TRIPTYCH FURNITURE confirms via written notice and is subject to the Buyer's rights of Termination. The Standard, Customised or Bespoke Goods will be made to the Buyer's Order, in accordance with the instructions and specifications given to TRIPTYCH FURNITURE.

It is the Buyer's responsibility to check all details and aspects of the Order(s) are correct. Particular attention should be

made to the TRIPTYCH FURNITURE Quote Document provided by the sales representative, which must be signed and dated by the Buyer for an Order to be acknowledged. By signing this document, the Buyer acknowledges that the Goods are suitable for their requirements, including dimensions, finishes, Goods features, access and delivery. Unless otherwise explicitly agreed, work will not proceed until a non-refundable deposit is paid to cover workshop labour, raw materials, as well as specification, design and scheduling work.

Purchase, by the Buyer, of stock involves taking these items as seen with no changes unless alterations are agreed in writing by TRIPTYCH FURNITURE. Should alterations be agreed, the cost of these alterations will be supplied via a Quote Document by TRIPTYCH FURNITURE and agreed, as per these Terms and Conditions, by the Buyer.

An Order confirmation will be forwarded to the Buyer in acknowledgement of receipt of the Order. This document supersedes all prior correspondence in relation to the Order (verbal, written, graphic or otherwise). This document will also include, if requested, a packing and handling fee, a premium freight service and travel insurance. TRIPTYCH FURNITURE will proceed with the Order, as per the Order confirmation, unless we receive written notification of any requested changes with twenty-four (24) hours.

We are not responsible for any errors the Buyer has overlooked in the Quote Document or OCD after payment has been made.

LARGE QUANTITY ORDERS

Large quantity Orders of Goods will require further legally binding documentation. This will be drawn up by TRIPTYCH FURNITURE and serve as the principal legal relationship between TRIPTYCH FURNITURE and the Buyer and supersede these Terms and Conditions.

PRICING, DEPOSIT + PAYMENT

All prices are in GBP (Great British Pounds) and are F.O.B. Devises. The TRIPTYCH FURNITURE price reflects RETAIL prices and may be discounted for To-the-Trade Buyers. Shipping/Freight & Packing charges are additional.

The price of the Goods exported to customers within the European Union will include UK value added tax ('VAT'.) VAT will not be charged on Goods exported to

Buyers outside of the European Union. The Order will not include any taxes, duties, fees, levies or other charges levied by non-EU countries which must be paid and borne by Buyer.

All Orders are activated with a minimum non-refundable deposit of fifty percent (50%) is required to initiate Order fulfilment, except for In-Stock items which require payment-in-full (100%). All accounts shall be paid in full when invoiced, which occurs when the Order is complete. A service charge of the lesser of one point five percent (1.5%) per month or the maximum permissible rate will be added to all accounts not paid within sixty (30) days from the date of invoice for final balance due.

The Buyer shall pay the balancing invoice or balance price of the Goods including shipping, handling, crating and packing, storage, taxes and service charges in full and in cleared funds ten (10) business days prior to the estimated delivery date and the release of Goods. Goods remain the property of TRIPTYCH FURNITURE until full payment has been received. If Buyer fails to make payment in accordance with the Terms or otherwise fails to comply with any provision hereof, TRIPTYCH FURNITURE may cancel any unshipped portion of this Order, retain the Goods and declare a forfeiture of the deposit as liquidated damages.

Payment shall be made to the TRIPTYCH FURNITURE bank account. Storage Charges (as defined under 'Delivery + Storage') shall be paid to TRIPTYCH FURNITURE on a monthly basis. The Deposit and any additional sums paid to TRIPTYCH FURNITURE are not refundable where:

- Materials have been cut, finished, processed or otherwise converted to the Buyers specifications (OCD); and/or
- the payment of all sums due to TRIPTYCH FURNITURE under the Terms remain unpaid on the twelve-month anniversary of the date that the Order is placed.

If the Buyer fails to make any payment due to TRIPTYCH FURNITURE under the Terms by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of four percent (4%) per annum above the Bank of England's base rate. 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. The Buyer shall pay all amounts due under the Terms in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). TRIPTYCH FURNITURE may, at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by TRIPTYCH FURNITURE to the Buyer.

Payment made by bank transfer incurs an additional charge of fifteen pounds (£15.00). All amounts are payable by the Buyer and Goods remain the property of TRIPTYCH FURNITURE until full payment has been received. TRIPTYCH FURNITURE do not accept cheques.

Every effort is made to ensure that prices in the standard TRIPTYCH FURNITURE Price List are correct at the time of publication. If an error has been made in TRIPTYCH FURNITURE's official Price List, we may cancel the Order subject to the terms indicated under 'Termination'.

Orders must be paid-in-full, including shipping, handling, crating and packing, storage, taxes, and service charges prior to shipping.

TRIPTYCH FURNITURE require specific knowledge of existence when Liquidated Damages (LD) and Performance Bonds (PB) are applicable. Damages for breach by either TRIPTYCH FURNITURE or the Buyer may be liquidated in the agreement but only at an amount that is reasonable in the light of the anticipated or actual loss caused by the breach and the difficulties of proof of loss. A term fixing unreasonably large LD and/or PB is unenforceable. A separate legally binding contract must be drawn up to include LD and PB.

ALL PRICES ARE SUBJECT TO CHANGE WITH 30-DAY NOTICE.

DELIVERY + STORAGE

The Buyer has the option of authorising TRIPTYCH FURNITURE with the handling of transport; this can only be done using a signed OCD form and which is enclosed with each Quote Document. In this case, TRIPTYCH FURNITURE will commission a shipping/freight forwarder/carrier of its choice in the name of, for the account of and at the risk of the Buyer. The Buyer must insure any transport risk. It is also for the Buyer to ensure orderly access and unloading.

If the goods are delivered to the Buyer to a construction site or warehouse, the risk of accidental loss and accidental deterioration of the goods passes to the Buyer upon handing over to the carrier/forwarder; this also applies to partial deliveries or collection by the Buyer.

Unless otherwise agreed in writing, delivery deadlines or completion dates are always non-binding guide values and in no case constitute binding or guaranteed fixed dates.

Partial deliveries are permissible within the delivery deadlines specified by TRIPTYCH FURNITURE, provided that this does not result in any usage disadvantages.

All delivery times quoted are estimates only and are largely dependent on TRIPTYCH FURNITURE suppliers. We may deliver the goods in instalments. Each instalment is treated as a separate contract.

TRIPTYCH FURNITURE may decline to deliver if:

We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
The premises (or the access to them) are unsuitable for TRIPTYCH FURNITURE or vehicle.

Delivery is completed on the conclusion of unloading of the Goods at the Delivery Location (being to the location set out in the Order or such other location as the parties may agree). Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a force majeure event or the Buyer failure to provide TRIPTYCH FURNITURE with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. It is the Buyer responsibility to ensure that the relevant Goods will pass freely through into the room of choice at the delivery location.

If the Buyer fails to take delivery of the Goods within ten (10) business days of TRIPTYCH FURNITURE notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a force majeure event or TRIPTYCH FURNITURE fail to comply with TRIPTYCH FURNITURE obligations under the Terms. TRIPTYCH FURNITURE shall store the Goods until delivery takes place and will charge the Buyer for all related costs and

expenses (including insurance and Storage Charges).

Storage fees of 3% per month of the invoiced Order value will be charged to Goods. Storage fees will not be pro-rated for partial months.

If after the twelve (12) month anniversary of the date on which TRIPTYCH FURNITURE notified the Buyer that the Goods were ready for delivery and the Buyer has not taken delivery of them, TRIPTYCH FURNITURE may resell or otherwise dispose of part or all of the Goods, and after deducting the Deposit (being fifty percent (50%) of the price of the Goods as at the date of the Order), storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall.

EXPORT

Where the Buyer intends to export the Goods from the United Kingdom, the Buyer shall be responsible for obtaining all necessary licenses and complying with all applicable legislation and regulations governing the export of the Goods from the United Kingdom and the importation of the Goods into the country destination and shall be responsible for the payment of all duties on the Goods.

TRIPTYCH FURNITURE are unable to offer clearance of the Customs and Duties of Goods being delivered outside of the United Kingdom.

Unless otherwise agreed, the goods are supplied ex works from place of manufacture.

Where the goods are to be sent by TRIPTYCH FURNITURE to the Buyer by a route including sea transport TRIPTYCH FURNITURE are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

The Buyer is responsible for arranging testing and inspection of the goods at TRIPTYCH FURNITURE premises before shipment (unless otherwise agreed). TRIPTYCH FURNITURE are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. TRIPTYCH FURNITURE are not liable for any damage during transit.

TRIPTYCH FURNITURE are not liable for death or personal injury arising from the use of the goods delivered in the territory

of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

INSPECTION

A formal and thorough inspection of Goods is required immediately upon delivery upon delivery and report directly sent to TRIPTYCH FURNITURE if any of the Goods are not in accordance with the written Order, damaged or defective accompanied by photographs of such defects. This must also be noted on delivery docket presented to the Buyer by carrier for signature. We will not be responsible for any damage by couriers, freight handlers or shipping companies. Damages must be documented and reported within twenty-four (24) hours of receipt. We are not responsible for repair or replacement of damages reported after this time. Buyers must note any damages on the delivery receipt upon delivery, along with documentation and photographs of the item/s and packaging. If damage has occurred during shipping all packaging must be retained by receiver, failure to do so may invalidate any claim. Claims submitted to TRIPTYCH FURNITURE in writing within immediate arrival of the delivery will be considered by TRIPTYCH FURNITURE based on the evidence supplied and at TRIPTYCH FURNITURE's discretion. TRIPTYCH FURNITURE cannot be held liable for conditions of use or storage within the Buyers' location after a signed acceptance of delivery is made by the Buyer.

All Products are inspected prior to shipping:

- Prior to release TRIPTYCH FURNITURE carry out a formal 'QC' to ensure that the Goods are in good condition, complete and ready for shipping.
- All Goods collected by the freight company are in good condition, unless otherwise stated.

The Buyer should not interfere or alter the goods in anyway without TRIPTYCH FURNITURE prior consent.

INSTALLATION

TRIPTYCH FURNITURE Goods are designed to be 'Cut-to-Size' and installed by the Buyer. We provide installation instructions for each purchase. Please reference the 'TRIPTYCH FURNITURE INSTALLATION GUIDE' prior to attempting installation.

TRIPTYCH FURNITURE accept no liability upon installation of Goods and will not take responsibility or accountability for works provided by any sub-contractors.

TRIPTYCH FURNITURE do have an Installation Service, a surcharge will apply. Please contact the TRIPTYCH FURNITURE sales office for current lead time estimates and pricing.

DAMAGES

TRIPTYCH FURNITURE are not responsible for the following:

- Damage caused by improper installation or assembly by the customer or customer's agent.
- Damage caused by improper cleaning solutions or methods.
- Damage caused to furniture or parts of Goods by the improper use and installation.
- Damage caused by exposure to weather or improper environment. Changes in the appearance of hand rubbed finishes or unlacquered finishes—these are meant to age in appearance.
- Any costs of installation, removal or reinstallation. Restoration or repair work. Any parts purchased separately from TRIPTYCH FURNITURE.

Insurance claims will require photographic evidence to prove a claim. All packaging must be retained to process an insurance claim.

MATERIAL VARIATION

All TRIPTYCH FURNITURE goods are produced via a combination of hand and state-of-the-art technology, therefore will always be subject to naturally slight colour, tone, character and finish variation. Slight variation will not be accepted as a reason to reject an item produced by TRIPTYCH FURNITURE.

Samples and specimens are considered non-binding demonstration pieces. Any description of the condition of the goods or any other explanation of the goods shall not be construed as a guarantee or guaranteed characteristic.

Our metal, stone and timber finishes are applied by hand and may vary in colour, tone and character. While TRIPTYCH FURNITURE will make every effort to match a finish, no guarantee can be made of an exact match. Most finishes are lacquered to prevent extreme patination; however, TRIPTYCH FURNITURE does not

guarantee finishes against fading and oxidising. Variations in colour and veining are inherent in stone and timber and considered to be part of the natural beauty. Furniture and Kitchens are handmade, and therefore are subject to slight variations. Slight variation will not be accepted as a reason to reject an item produced by TRIPTYCH FURNITURE.

RETURNS

Please choose carefully. Due to the hand-made nature of our product, we do not give refunds if the Buyer simply has a change of mind or has made a wrong decision.

The Buyer is obliged to accept all products; these will not be taken back by TRIPTYCH FURNITURE (unless they fail the INSPECTION). If the Buyer does not meet his acceptance obligation in due time, especially after notification of completion of the product, the risk passes to the Buyer immediately upon notification, who is liable to compensate TRIPTYCH FURNITURE for all resulting damages including loss of profit, consequential damages and indirect damages as well as (storage) costs.

CANCELLATIONS

TRIPTYCH FURNITURE reserves the right to cancel any Order at any time for whatever reason, in which case all funds paid by the Buyer will be returned. Orders may only be cancelled by Buyer in writing within forty-eight (48) hours of Order placement. If Buyer chooses to cancel once the forty-eight (48) hour cancellation window has passed they receive a part refund less 50% admin fee and manufacturing costs if production has started.

TRIPTYCH FURNITURE reserve the right to charge the Buyer any costs they have incurred in relation to the Buyer's Order in excess of the non-refundable deposit as detailed in 'Acceptance + Confirmation of Order'.

TRIPTYCH FURNITURE may suspend or cancel the order, by written notice if the Buyer:

- fails to pay any money when due (under the order or otherwise);
- becomes insolvent;
- fails to honour obligations under these terms.

CONFIDENTIALITY

All pricing, drawings, plans, disclosures, specifications, patterns, technical or business information furnished at any time

to the Buyer by TRIPTYCH FURNITURE shall remain the sole property of TRIPTYCH FURNITURE. The Buyer shall hold all such information in strict confidence, shall not use or divulge to any third person or entity any such confidential information, and any and all copies of such confidential information shall be returned to TRIPTYCH FURNITURE promptly upon TRIPTYCH FURNITURE request.

CHANGES IN PRODUCT DESIGN OR MANUFACTURE AND EXCLUSIONS

TRIPTYCH FURNITURE shall have the right to change, discontinue or modify the design, production, dimensions and other materials of any of its Products and to substitute material equal to or superior to that originally specified. TRIPTYCH FURNITURE Products are handcrafted and, as such, can have minor variations from other models, showroom models and photos of models. All dimensions can have slight variations. Materials and finishes can vary from samples and exact matching is not guaranteed.

TRIPTYCH FURNITURE believe that the many traditional skills and techniques used to make TRIPTYCH FURNITURE designs add to the beauty and individuality of Goods. If the Buyer requires a higher level of uniformity or finish than these techniques may allow, please discuss requirements with TRIPTYCH FURNITURE before confirming order. Please note that samples of TRIPTYCH FURNITURE 'standard' finishes should not be used for matching.

All of TRIPTYCH FURNITURE's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the TRIPTYCH FURNITURE's catalogues, prices lists or advertisements are close approximations only and intended to give a general description of the Goods and shall not form part of this agreement. All Goods are handmade, and therefore is subject to slight variations. All sizes as indicated in the price list are within 0.5 inch variance.

Please note, due to the limitations of photographic and printing processes, Goods may not appear to be exactly the same colour as shown in printed matter or shown on screen. Due to the processes and naturally varying materials involved an exact colour match cannot be guaranteed. TRIPTYCH FURNITURE recommend visiting the Workshop & Studio to view the unique finishes on offer.

TRIPTYCH FURNITURE at all times retains the exclusive Intellectual Property rights over said collateral, including custom drawings.

WARRANTY

TRIPTYCH FURNITURE warrant that the goods comply with their general description and the narrative on TRIPTYCH FURNITURE acknowledgement of order form and are free from material defect at the time of delivery.

TRIPTYCH FURNITURE give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

TRIPTYCH FURNITURE shall not be liable under any warranty for parts or equipment not manufactured by TRIPTYCH FURNITURE. In respect of such goods you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us.

If the Buyer believes that TRIPTYCH FURNITURE have delivered goods that are defective in materials or workmanship, the Buyer must inform TRIPTYCH FURNITURE (in writing), with full details, as soon as possible; and allow TRIPTYCH FURNITURE to investigate (TRIPTYCH FURNITURE may need access to your premises and product samples.)

LIMITATION OF LIABILITY

TRIPTYCH FURNITURE, its contractors and subcontractors or suppliers of any tier shall not be liable to the Buyer for any special, indirect, incidental or consequential damages arising from Goods or from a breach of this Agreement. The Buyer's remedies set forth herein are exclusive and the liability of TRIPTYCH FURNITURE with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Goods or part on which such liability is based. To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply. In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

DATA + PERSONAL INFORMATION

By placing an Order the Buyers agrees and understands that we may collect, use, store and process Personal Information.

TRIPTYCH FURNITURE use an internal system to process and fulfil Orders. The Order system processes information and instructs the TRIPTYCH FURNITURE Order fulfilment team to deliver Goods or Services to the Buyer.

The Buyer can request TRIPTYCH FURNITURE delete information held for Buyers on the system at any time, presuming there are no outstanding Orders or payments. Please email info@watsonandgabb.com with the subject line 'DELETE MY ACCOUNT' using the corresponding email address.

VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

WAIVER

No failure or delay to exercise any right or remedy provided under the Contract or by law shall constitute a waiver 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.

SEVERABILITY

If any provision or part-provision is invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

THIRD PARTY RIGHTS

No one other than a party to this Contract shall have any right to enforce any of its terms.

FORCE MAJEURE

If TRIPTYCH FURNITURE are unable to perform obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond TRIPTYCH FURNITURE control and may cancel or suspend any obligations to the Buyer, without liability.

Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

GENERAL

English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

TRIPTYCH FURNITURE may subcontract the performance of the Contract in whole or in part. If the Buyer is more than one person, each has joint and several obligations under these terms. If any of these terms are unenforceable as drafted:

- it will not affect the enforceability of any other of these terms; and
- if it would be enforceable if amended, it will be treated as so amended.

TRIPTYCH FURNITURE may treat you as insolvent if the Buyer:

- Is unable to pay debts as they fall due; or
- (or any item of property) become the subject of:
 - a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - b. any application or proposal for any formal insolvency procedure; or
 - c. any application, procedure or proposal overseas with similar effect or purpose.

All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between TRIPTYCH FURNITURE and the Buyer should not rely on them in entering into any contract with TRIPTYCH FURNITURE.

Any notice by either of party which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.

No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is an authorised TRIPTYCH FURNITURE representative and either:

- contained in the Quotation Document (or any covering letter); or
- which expressly state that you may rely on them when entering

into the contract.

- Nothing in these terms affects or limits TRIPTYCH FURNITURE liability for fraudulent misrepresentation.

QUESTIONS?

Please contact:

sales@triptychfurniture.com

+44 (0) 1380 859484

Or visit us by arranging a workshop and studio tour.