

# ARTE INTERIOR FURNISHINGS LTD - GENERAL TERMS AND CONDITIONS OF SALE

## 1. Scope

1.1 The contractual relationship between the Company and the Customer and the supply of all goods shall be governed solely by these terms and conditions (the "Terms and Conditions") to the exclusion of the Customer's own terms and conditions and all other terms and conditions. No changes to the Terms and Conditions, and no other terms and conditions will be effective unless agreed to in writing by the Company.

## 2. Quotes - Orders

Unless otherwise stated, Arte Interior Furnishings LTD's quotes shall remain valid for 3 months. By placing an order with us, whether verbally or in writing, you agree to accept and be bound by these Terms and Conditions. You agree to pay the price for all goods shown in our price list and the relevant carriage charge applicable at the date we receive your order.

## 3. Cancellation

3.1 This section applies where you cancel an order for goods, for example where there has been a duplicate order or an error on your part. It does not apply where the goods are faulty or we have made an error in processing your order.

3.2 In the event of cancellation, even in part, of an order, the Customer shall pay fixed compensation of at least 25% of the sale price of the goods (excl. VAT), to make good the damage and administrative costs incurred, unless proof of greater damage is furnished. If execution or preparation of the order has already commenced, the compensation can be increased to 100% of the sale price.

3.3 You may only cancel an order for goods which have already left the warehouse, with the prior agreement of the Company whether verbally or in writing, and they will arrange for collection of the goods on your behalf, if required.

3.4 Where we agree to the cancellation of an order for goods that have already left the warehouse, you agree to pay us:

(a) a handling charge of at least 25% of the invoiced price (excluding VAT) for the goods for which the order or part of the order has been cancelled. This is to cover our administrative and any other related costs in dealing with the cancellation of the order, and taking the goods back; and

(b) carriage costs for the return of the goods to the warehouse in Belgium. We reserve the right to make a full charge for such carriage costs (rather than at the reduced rate originally charged for delivery of the goods to you).

## 4. Prices, payment and suspension of deliveries

4.1 All prices at which the goods are sold shall be net prices, exclusive of VAT and all other charges, taxes, duties and levies applicable to the goods. The Customer agrees to pay the VAT chargeable on the goods at the same time as payment is due for the supply of those goods and will also be responsible for paying all other charges, taxes, duties and levies that may apply.

4.2 Where credit terms have been agreed with the Company, all invoices are payable by the end of the month following the month of invoice. Please note that if the Customer does not have agreed credit terms with the Company full payment may be required in advance prior to the goods being shipped. Any objection to amount being invoiced must be notified in writing to our Financial Department within 8 days of the relevant invoice being issued.

4.3 The Company reserves the right to suspend supplies of any further goods with immediate effect if any invoice remains unpaid at the due date. The Company reserves the right to recover any legal fees that may reasonably be incurred in recovering the amount due under any unpaid invoice.

4.4 The Company also reserves the right to suspend supplies of any further goods with immediate effect, to terminate any contract for the supply of goods and/or to close the Customer's account with the Company if at any time the Customer becomes unable to pay its debts as they fall due, whether or not any formal insolvency steps have been taken and in any circumstances where the Company considers that the Customer is unlikely to be able to pay its debts as they fall due.

4.5 If any invoice is not paid by the due date and/or in any circumstances set out in the previous paragraph, all payments for other goods supplied by the Company will immediately become payable on demand without further notice from the Company, notwithstanding any other period that may previously have been agreed for payment in respect of such other goods.

4.6 If the Customer fails to make payment to the Company for any goods by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per annum above the base rate of HSBK, which may vary from time to time.

## 5. Delivery

5.1 All goods will be shipped from the warehouse in Belgium.

5.2 Please note all orders are shipped on a Standard Service. However, Express delivery services are available upon request (see Carriage Charges) and will be used where that has been agreed with Customer Services.

5.3 Please note all quoted delivery times are approximate. While the company will endeavour to ensure goods are delivered in a timely fashion, it cannot be held responsible for any delays caused while the goods are in transit and for any delays or damages that may be caused by third parties after the goods have left the warehouse. A delay in the delivery date shall not give the Customer entitlement to compensation or cancellation of the sale, nor release the Customer from any obligation to accept or pay for the goods.

## 6. Risk & title

6.1 The risk in all goods which the Company supplies or agrees to supply to the Customer will pass to the Customer at the time of loading on to the carrier's vehicle for delivery to the Customer.

6.2 The title in the goods shall pass to the Customer only when payment in full has been received by the Company for all goods whatsoever supplied (and all services rendered) at any time by the Company to the Customer. The Customer shall permit the servants or agents of the Company to enter on to the Customer's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the Customer cannot sell, pledge or offer goods as a guarantee or collateral security.

6.3 Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Customer hereby indemnifies the Company in relation thereto.

6.4 In the case of non-payment at the due date and upon demand the Customer must return forthwith to the Company all merchandise unpaid for.

## 7. Complaints

7.1 Complaints concerning any visible defects in affixed wallcovering must, on penalty of lapsing, be notified to Arte Interior Furnishings LTD immediately after the affixing of a maximum of 3 sections. Complaints concerning latent defects must, on penalty of lapsing, be notified to Arte Interior Furnishings LTD within 8 days at the latest after the Customer has discovered or should have discovered the defect and in any case not later than 6 months after the delivery. Any complaints shall not suspend the Customer's payment obligation.

7.2 All complaints shall be made by registered letter stating all relevant information, together with a copy of the invoice relating to the delivered goods and a sample of the wallcovering to which the complaint refers, in the absence of which Arte Interior Furnishings LTD may deem the complaint unacceptable. If the complaint is made in good time and the existence of a defect is established following investigation which is not attributable to incorrect installation or cleaning, misuse or negligence by the Customer, Arte Interior Furnishings LTD shall, at its discretion, replace the goods concerned free of charge or shall credit all or part of the invoice value of the goods, without Arte Interior Furnishings LTD also being obliged to pay any compensation.

## 8. Liability

Arte Interior Furnishings LTD's guarantee shall never go beyond free replacement or crediting of the goods that were found to be defective during the guarantee period of 6 months after delivery. No claims whatsoever can be asserted against Arte Interior Furnishings LTD once the guarantee period has expired. The total liability of Arte Interior Furnishings LTD and of its employees shall at all times be limited as a maximum to the invoice value of the sold defective goods, except in the case of an intentional act, fraud or deception. Arte Interior Furnishings LTD shall never be liable for indirect or consequential damage such as, but not limited to, loss of profit, third-party claims, loss of business contracts or customers, etc.

## 9. Force Majeure

9.1 A "Force Majeure Event" means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service, failure of any transport provider, network failure, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9.2 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under any agreement to supply goods as a result of a Force Majeure Event.

9.3 If the Force Majeure Event prevents the Supplier from supplying any goods that have been ordered for more than 3 months, the Company shall, without limiting its other rights or remedies, have the right to terminate its contract to supply such goods immediately by giving written notice to the Customer.

## 10. Use of Company name, brands and trademarks

The Customer shall not use or refer to:

a) The name ARTE or any trade marks, brand names or logos of any ARTE Group

b) Company; or

c) Any images representations of any ARTE goods; or

d) Any other intellectual property of any ARTE Group Company

in any materials in any form or on any website without the Company's prior written consent. Where the Company does give consent to any such use or reference, that may be subject to such guidelines, conditions and terms as the Company may determine.

For these purposes "ARTE Group Company" means the Company, its parent company and any subsidiary companies or subsidiaries of its parent company at any time.

## 11. Applicable law and forum

All contracts for the sale of goods between the parties and these Terms and Conditions shall be governed by the laws of England. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions and any contract between the parties or its subject matter or formation (including non-contractual disputes or claims).

## 12. Severance

If any of these Terms and Conditions are held to be unenforceable or void, this shall not affect the remaining provisions and the affected provision(s) shall be replaced by ones that come closest to the intention of the parties.

## 13. GDPR compliant?

All information can be found on our website: [www.arte-international.com/en/legal/privacy-policy](http://www.arte-international.com/en/legal/privacy-policy).