



## Standard Terms and Conditions

### General

We put forward all quotations and accept all orders subject only to the terms and conditions which follow, and to the exclusion of all other guarantees, conditions or warranties (including any as to Quality and fitness for a particular purpose), whether express or implied by statute or common law or otherwise. If a customer order contains conditions, such conditions are only deemed to be binding insofar as they are not inconsistent with our terms and conditions.

No additions to or variations from our terms and conditions shall have effect unless we accept such variation in writing under the hand of a Company Officer.

Our catalogue, price list or other advertising matter shall not form part of any contract between us. We reserve the right to modify designs and specifications without notice.

### Prices

We will endeavour to maintain prices quoted, but we reserve the right to increase prices to take into consideration increases in costs incurred between acceptance of and delivery of an order. All prices quoted are in pounds sterling (£) and are subject to Value Added Tax at the prevailing rate.

### Terms of Payment

Payment shall be made to us at the time and in the manner stated in our quotation or if no such time and manner are stated, then within 30 days of the date of our invoice. In all cases the prices we quote are strictly net. In the event of non-payment within these terms we reserve the right to charge 2.5% per calendar month on all outstanding accounts. The buyer shall not be entitled to withhold payment either wholly or in part when it becomes due on any grounds whatsoever, except where expressly agreed in writing.

### Delivery

We will use our best endeavours to deliver promptly, but will be under no liability whatsoever for a delay in estimated delivery times or failure to deliver from any cause. The delivery operative will normally be unaccompanied; in no event will we be liable for any action of the purchaser or their employees. The purchaser will indemnify Ergochair against all claims, proceedings, demands and costs arising therefrom. Deliveries will normally be made to the most convenient ground floor external door available.

### Ownership of Goods

The title and property in goods supplied by Ergochair does not pass until full payment has been received by us, however the risk in respect of such goods passes to the purchaser at the moment of delivery. Until title in goods passes the purchaser shall hold the property of Ergochair in trust. If payment becomes overdue or the customer becomes insolvent, commences winding up procedures, commits an act of bankruptcy or has a Receiver or Administrator appointed, Ergochair may immediately reclaim the goods, if necessary by entering premises owned or occupied by the purchaser or the customer of the purchaser.

### Insurance of Goods

After delivery, goods accepted by the customer shall be their responsibility with regard to insurance.

### Cancellation

Orders cannot be cancelled, except with our written consent and on terms that will indemnify Ergochair against any loss.

### Governing Law

All our quotations shall be put forward and made in England, and shall in all respects be construed and operate under English Law,

### Guarantee

All chairs are supplied with a five-year guarantee against fault in manufacture, including structural parts, when used in normal office conditions for up to eight hours per day. 24-hour usage chairs carry a two-year guarantee.

Actyv™ products carry a twelve month guarantee.

The guarantee is conditional in that it covers normal use and that misuse has not taken place and that the final decision rests with Ergochair, their component and fabric suppliers. The guarantee is conditional on the product being returned to Ergochair for assessment.