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# COVERCRAFT UPHOLSTERY LIMITED

Acton House, Acton Grove, Long Eaton, Nottingham, NG10 1FY

## ORDER CONFIRMATION

**C P INTERIORS**  
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 ST. SAVIOUR  
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COVERCRAFT ORDER No.	14853
ORDER DATE:	30 May 2023
CUSTOMER ORDER No.	COOK
<b>ESTIMATED</b> COMPLETION ONLY:	25 July 2023

**NOTE: BESPOKE ITEMS MAY BE SUBJECT TO EXTENDED LEADTIME**

QTY	MODEL	SPECIFICATION	UNIT	TOTAL
1	GALAXY 2.5 SEATER SOFA	ROMO ZINC HEPWORTH BUFF Z502/05 (COM) SELF PIPED FIBRE JOINED SEAT CUSHIONS FIBRE BACK CUSHIONS PLINTH COLOUR "WENGE OR DARK OAK" - <b>TBC</b>	£1,020.00	£1,020.00



TOTAL	£1,020.00
VAT 0%	£0.00
GRAND TOTAL	£1,020.00
PAID (7TH JUNE 2023)	£1,020.00
BALANCE	£0.00

**\*All dimensions are within 3cm tolerance. Errors and omissions excepted.**

Any dates and times quoted for delivery are to be treated as an estimate and Covercraft shall not be liable whatsoever for failure to deliver by such time and date. Please note that any applicable delivery costs will be shown as an addition on the final invoice. If the delivery address differs from that stated this also must be given. Deliveries to a customer's home address will incur an additional cost. Once a date is given the customer must agree to be in at any time on the appointed day. There must be an able bodied person available to help offload heavier items of furniture. Please ensure that you check all details of this order carefully and notify us immediately if any alterations are required as no responsibility for errors or omissions will be accepted once production has commenced.

Signed on behalf of Covercraft

*Tony Cole*

Covercraft Upholstery Limited Company Reg. No. 459 8397 Vat Reg. No. 416 4778 34

Directors: Mr G E Simmons Mr A Simmons Mr S Simmons

Company Secretary: Mrs S Simmons

## STANDARD TERMS AND CONDITIONS OF COVERCRAFT UPHOLSTERY LIMITED

1. 'Buyer' means a person who accepts a quotation from the seller for the sale of the goods or whose order for the goods is accepted by the seller. 'Seller' means Covercraft Upholstery Limited.
2. The seller shall sell and the Buyer shall purchase the goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted or such order is made or purported to be made, by the Buyer.
- 2.1 The Seller's employees or agents are not authorised to make any representations concerning the goods, unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.2 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.
3. If the goods are to be designed and manufactured by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, costs, damages and expenses incurred by the Seller as a result of the cancellation.
4. The price of the goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving prior notice to the Buyer.
5. The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.
6. Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the goods on or any time after delivery of the goods.
- 6.1 The Buyer shall pay the price of the goods without any deduction, strictly within 30 days from the date of invoice issue, notwithstanding that delivery may not have taken place and the property of the goods has not been passed to the Buyer. The time of payment of the price shall be of the essence in the contract.
7. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract and suspend any further deliveries to the Buyer or appropriate any payment made by the Buyer to such of the goods as the Seller may think fit or charge the Buyer interest at the rate of 2% per calendar month or part of calendar month.
8. Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the goods. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.
9. Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.
10. Risk of damage to or loss of the goods shall pass to the Buyer at the time when the Seller notifies the Buyer that the goods are available for collection or in the case of goods to be delivered otherwise than at the Seller's premises, at the time of delivery or if the Buyer, wrongly fails to take delivery of the goods, the time when the Seller has tendered delivery of the goods.
11. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the price of the goods and all other goods are agreed to be sold by the Seller to the Buyer for which payment is then due.
12. Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and if the Buyer fails to do so forth with, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
13. Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and shall keep the goods properly stored, protected and insured and identifiable as the Seller's property, if such goods are sold without consent of the Seller then the Buyer shall account to the Seller for the proceeds of sale.
14. Subject as expressly provided in these conditions and except where the goods are sold to persons dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute and common law are excluded to the fullest extent permitted by law.
15. Any claim to the Buyer which is based on any defect on the quality or condition of the goods or their failure to correspond with specification shall (whether or not the delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the goods had been delivered with the contract.
16. Where any valid claim is notified in accordance with 15, the Seller shall be entitled to replace the goods free of charge or refund to the Buyer the price of the goods and the Seller shall have no further liability to the Buyer.
17. The Seller offers a maximum 12 months guarantee on all new products sold. The guarantee starts from the date of notification of delivery/collection and offers cover against manufacturing defects on the construction of the frame and frame springs. The Seller shall not be held responsible for deliberate damage – e.g. causing willful damage, abnormal storage conditions, accident, and negligence by the Buyer or any third party and in addition not using the correct products to maintain. It also doesn't cover any items for use in a workplace or business - only for use in a domestic environment. The guarantee is non-transferable. The Buyer has certain rights regarding defective goods and this guarantee is given in addition to and not in substitution of your statutory rights. This guarantee applies to mainland UK only.
18. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty or other term or any other duty at common law or under the express terms of the contract for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the goods or their use or resale by the Buyer.
19. The Seller shall not be liable to the Buyer or to be deemed in breach of contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including such circumstances as Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, civil disturbance or requisition acts, import or export regulations or embargoes, strikes, lock-outs or other industrial actions, trade disputes involving employees of the Seller or of a third party, power failure, acts of public authorities or government.
20. If any claim is made against the Buyer that the goods infringe or that their use or resale infringes any industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damage, costs and expenses awarded against or incurred by the Buyer in connection with the claim provided that the Buyer has requested a specific design from the Seller.