

# Terms & Conditions

## 1. Interpretation

- 1.1 'Buyer' means the person or organisation who buys or agrees to buy the goods from the seller;
- 1.2 'Buyers' Purchase Order' means an order or other form of order e.g online order,email,telephone, fax etc.
- 1.3 'Contract' means any form of contract between the Seller and the Buyer for the sale and purchase of goods incorporating these Terms and Conditions;
- 1.4 'Delivery Date' means the estimated date given by the seller when the goods are to be delivered to the buyer.
- 1.5 'Goods' means the products that the Buyer agrees to buy from the Seller;
- 1.6 'List Price' means the price that the Seller charges the Buyer for Goods excluding VAT (if applicable) or any other additional analogous such as shipping costs, postage costs or any other surcharges set out in this Terms and Conditions.
- 1.7 'Seller' means YearnGlass Limited of 55-57 Wallis Road, Hackney, London E9 5LH (Company registration: 10562188 VAT number:GB355034277
- 1.8 'Terms and Conditions' means the terms and conditions of sale set out in this document and any other additional terms agreed in writing by the Seller.
- 1.9 'VAT' means the sale tax as constituted by the Value Added Tax Act 1994 in England and Wales and/or equivalent sales tax imposed in any other jurisdiction;
- 1.10 Under no circumstances the Buyer nor the Seller are consumers, as set out by the Unfair Contract Terms Act 1977;
- 1.11 No variation of these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller and the Buyer.
- 1.12 'Special Orders' means Goods that are made to the Buyers specification e.g custom made, bespoke goods. Once Seller instructs buyer in the form of Purchase order these Special orders cannot be cancelled and are non-refundable.

## 2. Conditions

- 2.1 These Terms and Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer in any jurisdiction to the exclusion of all other terms and conditions including any terms and conditions that the Buyer may purport to apply under the Buyer's Purchase Order or any other purchase order, confirmation of order or similar document;
- 2.2 Each Buyer's Purchase Order shall be deemed to be an offer to buy the Goods according to the Seller's current List Price and order form pursuant to these Terms and Conditions;
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions;
- 2.4 No variation of these Conditions shall be binding unless agreed in writing by an authorized representative of the Seller and the Buyer.
- 2.5 Quotations issued to the Buyer by the Seller may be withdrawn or varied at any time and unless otherwise specified shall be automatically withdrawn after 30 days. No binding contract shall in any event arise until the Buyers written or verbal order has been accepted by the Seller.
- 2.6 The Sellers employees or agents are not authorized to make any representations concerning the Goods unless confirmed by the Seller in writing.
- 2.7 Any advice or recommendations given by the Seller or its employees or agent to the Buyers or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by (the Seller is followed or acted upon entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

- 2.8 Any samples, illustrations or descriptive material including but not limited to particulars of shade and pattern and other information contained in the Sellers brochure, advertising material or elsewhere shall not form part of the Contract and shall be treated as approximate and for guidance only unless specifically stated otherwise. The Seller from that advertised without notice to the Buyer provided that any such variations do not constitute material alterations to the Goods.
- 2.9 The Buyer shall be responsible to (The Seller for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 2.10 The quantity, quality and description of any specification of the Goods shall be those set out in the Buyers order (if accepted by the Seller).
- 2.11 No order, which has been accepted by the Seller, may be cancelled by the Buyer except with the agreement in writing to the Seller.
- 2.12 Due to Photography colours can slightly differ to product images in Brochure and on Website.
- 2.13 Due to Manufacturing Tolerances Sizes can slightly differ from batch to batch by up to 15mm

### **3. Trade Account**

- 3.1 The Seller, YearnGlass Limited strictly supply to trade customers within the furniture Industry only and require evidence of business trading prior to agreeing supply. The buyer must provide valid Documentation i.e Business invoices etc. Trade account opening forms can be found on our website and applications must be accompanied by two trade references.
- 3.2 The Seller requires the Buyer to spend a minimum of £5,000 per annum per trade account.
- 3.3 It is a mandatory requirement for the initial three purchase orders to be paid on a Pro forma basis whilst account activity is reviewed. Once this has been successfully completed the minimum spend set out in 3.2 must be adhered to.
- 3.4 The seller reserves the right to reject any account application they feel is not a 'bona fide' application. The Seller also reserves the right to close Trade accounts at any time without notice.
- 3.5 The Buyer must not use the Sellers Branding, Product images, descriptions or barcoding for their own marketing purposes without written consent from the Seller. The Seller has the right to close any trade account without notice if 3.5 is not adhered to.
- 3.6 All orders given to YearnGlass Limited by the Buyer are considered firm orders.
- 3.7 The liabilities of YearnGlass Limited end at the point when the Goods have been accepted by the Trade Buyer only.
- 3.8 All new accounts will start on Proforma Basis until the Seller confirms Trade facility in writing

### **4. Pricing and Payment**

- 4.1 The price of the Goods shall be the price quoted by the Seller at the date of acceptance of the order. Also set out in the sellers current list price.
- 4.2 Credit accounts: Payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of invoice supplied by the seller.
- 4.3 Proforma accounts: Payment of the price and VAT and any other applicable costs shall be due within 10 days of the date of order acknowledgement unless otherwise specified by the seller. The seller reserves the right to cancel Proforma invoices that are not settled within 10 days of acknowledgement date.
- 4.4 There will be a surcharge applicable on orders under the value of £600 (Mainland UK) which will be notified to the Buyer following receipt of the Buyers Purchase order. The surcharge is variable depending on the size of the Purchase order, up to a maximum of £60 for Mainland UK.
- 4.5 In addition to the rights of the Seller under Condition 4.1 the Seller reserves the right by giving notice to Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to factors beyond the control of the Seller, such as, without limitation, any significant increase to costs in labour, materials or other costs of manufacturing, any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer, or any delay caused by instructions of the Buyer or failure of Buyer give the Seller accurate information or instructions.
- 4.6 'Title of Goods' Until payment is received in full the Goods Title shall remain with the seller YearnGlass Limited.
- 4.7 Yearnglass Limited 'The Seller' reserve the right to Charge interest on all overdue accounts at a rate of 3.00% per annum above the base rate of the Bank of England.

- 4.8 Cheques are not accepted as a payment method.
- 4.9 Payment methods that are accepted are BACS and Card payments via phone or online platform.
- 4.10 Credit card payments carry a 2.00% surcharge on invoice total.

## **5. Overseas Orders**

- 5.1 We can ship direct to Northern and Southern Ireland Providing minimum order requirement of £1200 is adhered to. Orders below £1200 will have a £100 surcharge on the order.
- 5.2 Overseas orders placed for delivery to a freight forwarding service address shall adhere to conditions set out in 4.4.
- 5.3 All Overseas orders placed for delivery to a freight forwarding service address will be charged VAT. If the relevant shipping documents are received within 60 days of the confirmed delivery the VAT will be refunded to the buyer in full.

## **6. Delivery of the Goods**

- 6.1 'Lead Time' means the time it takes for the goods to be manufactured and delivered to the Buyer by The seller from date of Order.
- 6.2 The lead is variable and can change without notice. Average Lead time on manufactured products is 3 weeks. Lead times are estimated and can differ depending on Buyers delivery location. Delivery dates are also estimated.
- 6.3 Delivery's shall take place Monday-Friday and exclude weekends and public holidays. Delivery dates cannot be chosen however we will always try our best to accommodate where possible. Delivery's will be booked in by means of telephone or email communication before delivery is made.
- 6.4 Delivery's are carried out on or own fleet as well as well as our hand-picked fragile goods delivery partners.
- 6.5 The seller reserves the right to charge up to a £60 surcharge on orders to Mainland UK that do not meet the minimum order requirement set out in 4.4. The seller also reserves the right to charge up to a £100 surcharge to Northern and Southern Ireland that do not meet the minimum order requirement set out in 5.1.
- 6.6 Any Defective deliveries must be reported in writing within 5 working days of receipt of order. YearnGlass will not accept any claims after this time.
- 6.7 Any Short deliveries must be documented on the delivery note when signing. YearnGlass will not accept any claims for short deliveries if this has not been documented on delivery note.

## **7. Title**

- 7.1 'Title of Goods' Until payment is received in full the Goods Title shall remain with the seller YearnGlass Limited.
- 7.2 The risk in the Goods shall pass from the Seller to the Buyer upon delivery of the Goods to the Buyer. However, title of the Goods shall not pass to the Buyer until the Seller has received cleared funds in full for all Goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which payment of the Goods has not been paid.
- 7.3 The Buyer's right to possession of the Goods shall terminate automatically and immediately if the Buyer ceases to trade, becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party or shall enter into liquidation whether voluntarily or compulsorily (other than for the purposes of a reconstruction or amalgamation) or shall make any arrangement or composition with its creditors or shall suffer the making of an administration order in respect of all or part of its assets or suffers any similar action in consequence of a debt. In the case of any such event, the Buyer acknowledges that the Seller shall have the right to recover the Goods or any proceeds from the sale of the Goods forthwith and pending such recovery, but notwithstanding that the terms of clause 7.2 shall continue to apply, any proceeds from the sale of the Goods (whether received before or after the relevant event) shall be placed in a separate account which is identified as for the exclusive benefit of the Seller.

## **8. Termination**

- 8.1 The seller may Terminate a contract with immediate effect by given written notice to the buyer if:
  - a) The Buyer commits a material breach within 10 days of the party being notified to do so;

- b) The Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) The Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
  - (e) The Buyer's actions or behaviour is deemed abusive or threatening in any communication with the Seller or in a manner which causes offence.
- 8.2 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 8.3 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

## **9. Limitation of Liability**

- 9.1 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents;
- 9.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for breach of warranty as to title implied by the Sale of Goods Act 1979 so far as such Act applies to the Contract.
- 9.3 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller or any party, whether in writing or at any time prior to the date of the Contract which is not set out in this Contract.
- 9.4 The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, loss of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **10. Third Party Rights**

No one other than the seller and the Buyer and the sellers permitted assignees shall have any right to enforce any of these Terms and Conditions.

## **11. Assignment**

The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

## **12. Force Majeure**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, shipping delays, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **13. Severance**

If any term or provision of these Terms and Condition is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 14 Entire Agreement

- 14.1 These Terms and Conditions and any Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 15 Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.



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