



## STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

### 1. Application of Conditions

- 1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation/specification schedule/accepted agreement, which are subject to these Conditions.
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

### 2. Definitions and Interpretation

2.1 In these Conditions:-

**"the Customer"**

means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;

**"Commencement Date"**

means the commencement date for this agreement as set out in the quotation/specification schedule/accepted agreement ;

**"the Contract"**

means the contract for the purchase and sale of the Goods and supply of the Services under these conditions;

**"these Conditions"**

means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;"

**“the Delivery Date”**

means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier;

**“the Goods”**

means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Conditions;

**“month”** means a calendar month;

**“the Services”**

means the Services to be provided to the Customer as set out in the quotation/specification schedule/accepted agreement .

**“the Supplier”**

means Craft Studio

**“writing”** includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

- 1.1 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2. Basis of Sale and Service**

- 2.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer 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 variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 2.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the Customer by whichever is the earlier of:-
  - 1.1.1 the Supplier's written acceptance;
  - 1.1.2 delivery of the Goods; or
  - 1.1.3 the Supplier's invoice.
- 1.2 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

## **1. The Goods**

- 1.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 1.2 The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units (or multiples) stated in the Supplier's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 1.3 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 1.4 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

## **1. The Services**

- 1.1 With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment will provide the services expressly identified in the quotation/specification schedule/accepted agreement or otherwise agreed under this agreement.
- 1.2 The Supplier will use reasonable care and skill to perform the services identified in the quotation/specification schedule/accepted agreement or otherwise agreed under this agreement.
- 1.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

## **2. Price**

- 2.1 The price of the Goods and Services shall be the price listed in quotation/specification schedule/accepted agreement current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 2.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.
- 2.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (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 manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

## **1. Payment**

- 1.1 A 50% deposit payment to supply goods or services shall be payable prior to the date of services or goods required. All remaining payments are to be made pursuant to this Agreement by either party shall be made within 28 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 1.2 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 8 per cent and the base rate of Bank of England from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
- 1.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

## **2. Delivery and Performance**

- 2.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the quotation/specification schedule/accepted agreement.
- 2.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 2.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 2.4 With effect from the Commencement Date the Supplier shall, in consideration of the amount(s) being paid in accordance with the quotation/specification schedule/accepted agreement.
- 2.5 Craft Studio will provide the services expressly identified in the schedule or otherwise agreed under this agreement.

## **3. Non-Delivery of Goods and Services**

- 3.1 If the Supplier fails to deliver the Goods or Services and any of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:-Assignment
- 3.2 The Supplier may assign the Contract or any part of it to any person, firm or company.
- 3.3 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## **1. Customer's Default**

- 1.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-
  - 1.1.1 cancel the order or suspend any further deliveries of Goods and Services to the Customer;
  - 1.1.2 appropriate any payment made by the Customer to such of the Goods and Services (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
- 1.2 This condition applies if:-
  - 1.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
  - 1.2.2 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
  - 1.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - 1.2.4 the Customer ceases, or threatens to cease, to carry on business; or
  - 1.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 1.3 If Condition 10.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **2. Liability**

- 2.1 Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 2.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.
- 2.3 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 2.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## **1. Communications**

- 1.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
  - 1.1.1 (in the case of communications to the Supplier) to its office or such changed address as shall be notified to the Customer by the Supplier; or
  - 1.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.
- 1.2 Communications shall be deemed to have been received:
  - 1.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
  - 1.2.2 if delivered by hand, on the day of delivery; or
  - 1.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 1.3 Communications addressed to the Supplier shall be marked for the attention of Craft Studio.

## **2. Force Majeure**

- 2.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 2.2 Sub-clause 16.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 2.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- 2.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

## **3. Waiver**

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## **4. Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

## **5. Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.**