

1. Interpretation
 - 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
 - Buyer: the person, firm or company who purchases the Goods from Pledge.
 - Pledge: Pledge Office Chairs Limited.
 - Contract: any contract between Pledge and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
 - Delivery Point: the place where delivery of the Goods is to take place under condition 4.
 - Goods: any goods agreed in the Contract to be supplied to the Buyer by Pledge (including any part or parts of them).
 - 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and include any subordinate legislation for the time being in force made under it.
 - 1.3 Words in the singular include the plural and in the plural include the singular.
 - 1.4 A reference to one gender includes a reference to the other gender.
 - 1.5 Condition headings do not affect the interpretation of these conditions.
2. Application of terms
 - 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
 - 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
 - 2.3 These conditions apply to all Pledge's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of Pledge. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Pledge which is not set out in the Contract. Nothing in this condition shall exclude or limit Pledge's liability for fraudulent misrepresentation.
 - 2.4 Each order or acceptance of a quotation for Goods by the Buyer from Pledge shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions.
 - 2.5 No order placed by the Buyer shall be deemed to be accepted by Pledge until a written acknowledgement of order is issued by Pledge or (if earlier) Pledge delivers the Goods to the Buyer.
 - 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
 - 2.7 Any quotation is given on the basis that no Contract shall come into existence until Pledge despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that Pledge has not previously withdrawn it.
3. Description
 - 3.1 The quantity and description of the Goods shall be as set out in Pledge's quotation or acknowledgement of order but in the event of any conflict the latter shall prevail.
 - 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Pledge and any descriptions or illustrations contained in Pledge's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
4. Delivery
 - 4.1 Unless otherwise agreed in writing by Pledge, delivery of the Goods shall take place at the Buyer's premises when the Goods arrive and the Buyer is advised that the Goods may be unloaded by the Buyer or its agent from the delivery vehicle.
 - 4.2 Any dates specified by Pledge for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
 - 4.3 Subject to the other provisions of these conditions Pledge shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Pledge's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.
 - 4.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are delivered, or Pledge is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - (a) risk in the Goods shall pass to the Buyer;
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) Pledge may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
 - 4.5 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.
 - 4.6 If Pledge delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by Pledge, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
 - 4.7 Pledge may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
 - 4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
5. Non-delivery
 - 5.1 The quantity of any consignment of Goods as recorded by Pledge upon despatch from Pledge's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
 - 5.2 Pledge shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to Pledge of the non-delivery at the time of unloading the Goods, or if the Goods are delivered to a third party within 7 days of the date when the Goods would in the ordinary course of events have been received.
 - 5.3 Any liability of Pledge for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
6. Risk/title
 - 6.1 The Goods are at the risk of the Buyer from the time of delivery pursuant to clause 4.1 above.
 - 6.2 Ownership of the Goods shall not pass to the Buyer until Pledge has received in full (in cash or cleared funds) all sums due to it in respect of:
 - (a) the Goods; and
 - (b) all other sums which are or which become due to Pledge from the Buyer on any account.
 - 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
 - (a) hold the Goods on a fiduciary basis as Pledge's bailee;
 - (b) store the Goods (at no cost to Pledge) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Pledge's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) maintain the Goods in satisfactory condition and keep them insured on Pledge's behalf for their full price against all risks to the reasonable satisfaction of Pledge. On request the Buyer shall produce the policy of insurance to Pledge.
 - 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
 - (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - (b) any such sale shall be a sale of Pledge's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
 - 6.5 The Buyer's right to possession of the Goods prior to the passing of title shall terminate immediately if:
 - (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between Pledge and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or he ceases to trade; or
 - (c) the Buyer encumbers or in any way charges any of the Goods.
 - 6.6 Pledge shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Pledge.
 - 6.7 The Buyer grants Pledge, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
 - 6.8 Where Pledge is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Pledge to the Buyer in the order in which they were invoiced to the Buyer.
 - 6.9 On termination of the Contract, howsoever caused, Pledge's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.
7. Price
 - 7.1 Unless otherwise agreed by Pledge in writing, the price for the Goods shall be the price set out in the written acknowledgement of order from Pledge.
 - 7.2 The price for the Goods shall be exclusive of any value added tax which the Buyer shall pay in addition when it is due to pay for the Goods.
 - 7.3 The price for the goods includes the cost of carriage to the Delivery Point but where the Buyer requires the Goods to be delivered to the end user an additional carriage charge will be due and payable by the Buyer.

8. Payment
- 8.1 Subject to condition 8.4, payment of the price for the Goods is due in pounds sterling on the last working day of the month following the month in which the Goods are invoiced.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until Pledge has received cleared funds.
- 8.4 All payments payable to Pledge under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Pledge to the Buyer.
- 8.6 If the Buyer fails to pay Pledge any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Pledge on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank PLC, accruing on a daily basis until payment is made, whether before or after any judgment. Pledge reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
9. Warranty
- 9.1 If the Buyer establishes to Pledge's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods or there is some other failure by Pledge in relation to the conformity of the Goods with the Contract, then provided the Buyer has returned the Goods to Pledge together with written notification of such alleged defect within 14 days of the time when the Buyer discovers or ought to have discovered the defect and in any event within five (5) years of the delivery of the Goods to the Buyer or within two (2) years where the defect relates to fabric, Pledge shall at its option, at its sole discretion and within a reasonable time:
- (a) repair or make good such defect or failure in such Goods free of charge to the Buyer (including all costs of transportation of any Goods to and from the Buyer for that purpose); or
 - (b) replace such Goods with Goods which are in all respects in accordance with the Contract; or
 - (c) issue a credit note to the Buyer in respect of the whole or part of the Contract price of such Goods as appropriate having taken back such Goods or materials relating to such Goods, provided that the liability of Pledge under this Condition 9 shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of Pledge's liability under this warranty.
- 9.2 Pledge shall be under no liability under the warranty at Condition 9.1 above:
- (a) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Pledge's approval;
 - (b) if the total price for the Goods has not been paid by the due date for payment;
 - (c) for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to Pledge by the Buyer;
 - (d) in respect of any type of defect, damage or wear specifically excluded by Pledge by notice in writing; or
 - (e) if the Buyer makes any further use of the Goods after giving notice in accordance with Clause 9.1;
- 9.3 The warranties set out in this Contract are the only warranties which shall be given by Pledge and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4 Any Goods replaced shall belong to Pledge and any repaired or replacement Goods shall be warranted on these terms for the unexpired portion of the warranty.
10. Limitation of liability
- 10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of Pledge (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law save for the conditions implied by section 12 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of Pledge:
- (a) for death or personal injury caused by Pledge's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for Pledge to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) Pledge's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) Pledge shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion 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.
11. Assignment
- 11.1 Pledge may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Pledge.
12. Force majeure
- Pledge reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Pledge including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to Pledge to terminate the Contract.
13. General
- 13.1 Each right or remedy of Pledge under the Contract is without prejudice to any other right or remedy of Pledge whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by Pledge in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by Pledge of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.
14. Communications
- 14.1 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:
- (a) in case of communications to Pledge to its registered office or such changed address as shall be notified to the Buyer by Pledge; or
 - (b) in the case of the communications to the Buyer to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to Pledge by the Buyer.
- 14.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (b) if delivered by hand, on the day of delivery; or
 - (c) if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 14.3 Communications addressed to Pledge shall be marked for the attention of The Customer Services Department.

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Certificate No. 176



Certificate No. 1035

