



EFG Office Furniture Ltd Terms and conditions

Risk and property

Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery to the Delivery Point or if the Buyer wrongfully fails to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods.

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 of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

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 bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and Insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

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 forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

General

All contracts shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

Orders are accepted subject to EFG Terms and Conditions, full copies of which are available upon request.

Wood Finishes

Where natural veneers are supplied, please note that variations can occur in grain and colour. We are unable to accept the return of goods due to the variation in finishes between natural products.

Sizes

All of the sizes quoted in this price guide are nominal. Slight variation in size can occur, particularly with items cut from sheet materials.

Guarantee

All products in this price list are guaranteed for normal use.

Delivery Charges

Standard delivery terms are 6% of order value delivered Monday to Friday to UK mainland.

An additional charge would apply to deliveries outside of normal working hours and/or outside mainland UK.

Aborted Delivery

EFG reserve that right to charge for any orders that are refused or returned due to no fault of EFG. An additional charge of 6% of the full Order Value, with a minimum charge of £75, would be incurred to cover transport and handling costs.

Storage Arrangements

If you are unable to accept delivery on the agreed date we reserve the right to charge for handling and storage costs. This charge will be agreed with your Sales Manager and will be dependent on volume.

Help us to help you

Please advise your Sales Manager or a member of our Customer Services team if access to your premises is poor, or if there are any restrictions on times of delivery. It is also useful if you inform us if your premises are open outside normal working hours, as our vehicles are sometimes able to deliver early in the morning. We can only agree to private address deliveries if the goods can be left without time restrictions.

Urgent deliveries

We are happy to organise urgent requirements for delivery on overnight carriers. The charge for this is dependent on the volume of the goods and the actual delivery point. Contact your Sales Manager for an accurate quotation.

Acknowledgement and Acceptance of Your Order

If you have supplied us with your email address, we will notify you by email as soon as possible to confirm receipt of your order.

Delays

Occasionally, your furniture may be delayed. This can be for various reasons such as material shortages, import delays or higher than anticipated demand. We will, of course, make every effort to keep you informed.

VAT

Prices in this catalogue do not include VAT and this is added to all invoices at the current rate. Our VAT number is 151 6840 71

Corrections & Continuity

We try hard to ensure product details and prices are correct when we go to press. We only make changes when absolutely necessary. Check with your Account Manager or our Customer Services team for any changes before ordering.

Terms of payment

Our standard terms are 30 days nett, providing a credit account has been established. New customers or those with expired credit accounts will be required to make payment at time of order. Credit application forms are available for future orders, subject to credit check. We reserve the right to withhold credit at any such time that the customer is in breach of standard terms. Interest may be charged on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

We accept payment by via BACS and all major credit cards.

Cancellation

Once an order has been placed, we cannot accept any cancellation.

Conditions Regarding Installations at Buyer's Premises

Prior to installation, the buyer shall ensure that:

EFG has access to premises for such time as EFG requires in order to successfully complete the installation by the agreed date.

Necessary access is available, and that lifts, if any, are at the disposal of EFG.

Necessary unpacking and storage area is available in the building for the period of installation.

No other work interfering with successful installation should be undertaken and that the premises and storage area are locked in a secure manner, and that keys are available to EFG at all times during the period of installation.

Should the buyer not observe the above conditions resulting in delay, EFG reserve the right to charge the buyer with any costs incurred.

Cleaning of the premises after the installation is not the responsibility of EFG.

EFG does not accept the responsibility for any damage occurring due to the humidity or dryness of the premises.

EFG is not responsible for insuring either the premises or the goods against fire or for any damage occurring during building works to goods that have been delivered to the premises.

Force Majeure

Should delivery be hindered, delayed or made difficult, due to war, authorities' actions, strikes, machine damage, delayed delivery from sub-contractor, fire, natural disaster or other circumstances beyond EFG's control, EFG reserves the right, without compensation, to postpone the whole or part delivery or withdraw from the agreement partly or wholly.

Claims

EFG must be notified in writing within 48 hours of delivery of any damage or shortages at all times, and the decision as to claims is at the discretion of EFG. Should there be a delay in delivery, claims for damages, whether directly or indirectly due to EFG, cannot be considered. Goods supplied, may not be returned without the express consent of EFG. If on arrival at the delivery address goods are found to be damaged the buyer must notify the carrier to this effect and ensure that all shortages and damages are recorded on the delivery note.