
TRADE TERMS OF SALE

This agreement applies as between you, the user of this website and Fresh Furniture Direct Limited, the owner of this website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these Terms, you should stop using the website immediately.

No part of this website is intended to constitute a contractual offer capable of acceptance. The Purchaser's order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a despatch email to the Purchaser indicating that the order has been fulfilled and has been dispatched.

1. Definitions

In these Terms, the following terms shall have the following meanings:

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| "Account" | means collectively the personal information, Payment Information and credentials used by users on the website; |
| "Carrier" | means any third party responsible for transporting purchased Goods from our Premises to customers; |
| "Content" | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this website; |
| "Goods" | means any products that Fresh Furniture Direct Limited advertises and/or makes available for sale through this website; |
| "Fresh Furniture Direct Limited" or "Fresh Furniture" | means Fresh Furniture Direct Limited or Fresh Furniture of registered Office 7, 35-37 Ludgate Hill, London, EC4M 7JN |
| "Service" | means collectively any online facilities, tools, services or information that we make available through this website either now or in the future; |
| "Payment Information" | means any details required for the purchase of Goods from this website; |
| "Purchaser" | means any sole trader, business or company that buys Goods from us from this website; |
| "Purchase Information" | means collectively any orders, invoices, despatch notes, receipts or similar that may be in hard copy or electronic form; |
| "Premises" | means our place of business located at 4 Dewar Court, Astmoor, Cheshire, WA7 1PT; |

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| “System” | means any online communications infrastructure that we make available through this website either now or in the future; |
| “user”/“users” | means any third party that accesses this website and is not employed by us and acting in the course of their employment; and |
| “website” | means the website you are currently using www.freshfurnituredirect.co.uk |

2. **Business customers**

These Terms apply to business customers only.

3. **Basis of sale and service**

3.1.1 Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by us in writing. In entering into a contract to buy Goods, you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

3.1.2 Sales literature, price lists and other documents issued by us in relation to the Goods are subject to alteration without notice and do not constitute offers to sell Goods that are capable of acceptance. No contract for the sale of Goods shall be binding on us unless we have issued a quotation which is expressed to be an offer to sell the Goods or has accepted an order placed by you by whichever is the earlier of:

- 3.2.1 our written acceptance;
- 3.2.2 delivery of the Goods; or
- 3.2.3 our invoice.

3.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, the website, 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.

4. **International Customers**

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once the Goods reach their destination. We are not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser is buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Goods may be inspected on arrival at port for customs purposes and we give no guarantee that the packaging of the Goods will be free of signs of tampering.

5. **Intellectual property**

5.1.1 Subject to the exceptions in clause 5 below, all Content included on the website, unless uploaded by users, including (but not limited to) text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of us, our affiliates or other relevant third parties.

By continuing to use the website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

5.1.2 Subject to clause 6 below you may not reproduce, copy, distribute, store or in any other fashion re-use Content from the website or Fresh Furniture's Online Marketing Channels, including but not limited to: Newsletters, Facebook, Twitter, Pinterest, Instagram - unless otherwise indicated on the website or unless we have given our prior written permission for you to do so.

6. Third party intellectual property

6.1.1 Unless otherwise expressly indicated, all intellectual property rights including (but not limited to) copyright and trade marks in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

6.1.2 Subject to clause 6, you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the website or unless given prior written permission to do so by the relevant manufacturer or supplier.

7. Fair use of intellectual property

Material from the website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

8. Links to other websites

This website may contain links to other sites. Unless expressly stated, these sites are not under our control or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for all forms of loss or damage arising out of your use of them. The inclusion of links to other sites on this website does not imply any endorsement of the sites or of those in control of them.

9. Links to this website

Those wishing to place a link to this website on other sites may do so only to the home page of the site, www.freshfurnituredirect.co.uk without prior permission. Deep linking requires our prior written permission.

10. Use of communications facilities

10.1.1 When using the enquiry form or any other System on the website you should do so in accordance with the following rules:

10.1.1.a.1 foul, obscene or vulgar language must not be used;

10.1.1.a.2 Content that is unlawful or otherwise objectionable (for example, content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist) must not be submitted;

10.1.1.a.3 Content that is intended to promote or incite violence must not be submitted;

10.1.1.a.4 how users identify themselves must not violate these Terms or any applicable laws;

10.1.1.a.5 users must not impersonate other people, particularly employees and representatives of us or our affiliates; and

10.1.1.a.6 our System must not be used for unauthorised mass-communication such as "spam" or junk mail.

10.1.2 You acknowledge that we reserve the right to monitor all communications made to us or using our System.

10.1.3 You acknowledge that we may retain copies of all communications made to us or using our System.

10.1.4 You acknowledge that any information you send to us through our System or post on our Social Media Channels and Support Systems may be modified by us and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in writing, in advance, and we reserve the right to reject such terms and associated information.

11. **Accounts**

11.1.1 To purchase Goods on this website users are required to create an Account which will contain certain personal details and Payment Information which may vary based upon a user's use of the website, as we may not require payment information until a purchase is to be made. By continuing to use this website you represent and warrant that:

11.1.1.a.1 all information you submit is accurate and truthful;

11.1.1.a.2 if you are buying on behalf of your employers, you have the authority to submit Payment Information where any such authority is required; and

11.1.1.a.3 you will keep this information accurate and up-to-date.

11.1.2 You should not share your Account details. We accept no liability for any losses or damages incurred because of your Account details being shared by you. If you use a shared computer, do not save your Account details in your internet browser.

11.1.3 If you believe your Account details have been obtained by another without consent, you should contact us immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Purchases can only be cancelled until they are despatched. If an unauthorised purchase is despatched prior to your notifying us of the unauthorised nature of the purchase, we accept no liability or responsibility and you should contact the Carrier detailed in the Purchase Information.

11.1.4 When choosing a username, users are required to adhere to the terms set out above in clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

12. **Termination and cancellation**

12.1.1 You or we may terminate an Account. If we terminate your Account, we will notify you by email or telephone. We reserve the right to terminate an Account without giving notice or reasons.

12.1.2 If we terminate your Account, any current or pending purchases on your Account will be cancelled and will not be despatched.

12.1.3 We reserve the right to cancel purchases without stating reasons, for any reason prior to processing payment and despatch.

12.1.4 If purchases are cancelled for any reason prior to despatch the Purchaser will be refunded any monies paid in relation to those purchases.

12.1.5 If a user terminates their Account, any non-despatched purchases will be cancelled and a full refund of any monies paid in relation to those purchases will be paid through the payment method used when the Goods were purchased.

13. **Payment and default**

13.1.1 All invoices are due for payment on the date shown on the invoice, unless alternative arrangements have been agreed in advance, in writing, between a Purchaser and us.

13.1.2 If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we may:

13.1.2.a.1 cancel the order or suspend any further deliveries or provision of Goods to you;

13.1.2.a.2 appropriate any payment you have made to such of the Goods (or the goods supplied under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you); and

13.1.2.a.3 charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Bank of England's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for calculating interest).

13.1.3 If:

13.1.3.a.1 you fail to perform or observe any of your obligations hereunder or is otherwise in breach of contract;

13.1.3.a.2 you become subject to an administration order or enter into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

13.1.3.a.3 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;

13.1.3.a.4 you cease, or threaten to cease, to carry on business; or

13.1.3.a.5 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly

then, without prejudice to any other right or remedy available to us, we may cancel the contract for you to buy Goods and/or suspend any further deliveries without any liability to you, 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.

14. **Goods, pricing and availability**

14.1.1 While every effort has been made to ensure that all graphical representations and descriptions of Goods available from this website correspond to the actual Goods, we are not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to our negligence and refers only to

variations of the correct Goods, not different Goods altogether.

14.1.2 Business Customers will only receive % off their items, if they use their unique discount code. Discount Codes must only be used by the Business Customer and must not be shared.

14.1.3 You will not receive discount off Sale, Clearance or already Discounted items.

14.1.4 Where appropriate, you may be required to select the required size, colour, shape, pattern of the Goods that you are purchasing.

14.1.5 We do not represent or warrant that such Goods will be available.

14.1.6 All pricing information on the website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.

14.1.7 If prices are changed during the period between you placing an order for Goods and us processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.

14.1.8 All prices on the website do include VAT.

15. **Property, risk and account of profits**

15.1.1 Title in Goods will not pass to the Purchaser until we have received the full purchase price for those Goods. Title remains with us until payment is complete.

15.1.2 The Purchaser may only sell Goods on to its own private customers and is not allowed to sell or market any of their Goods on any of their own channels, or in their shop.

15.1.3 If the Purchaser has purchased from us or forming a component part of a larger Good, and any amount of the purchase price payable to us remains outstanding, the Purchaser must account to us for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for us until payment has been received in full by us.

15.1.4 We reserve the right to trace all proceeds under the principles of *Re Hallett's Estate* (1880) 13 Ch D 696. Once the payment date has passed, if any sums remain outstanding, we have the right to enter the Purchaser's premises and remove any Goods which, by virtue of clause 14.1, remain our property.

16. **Delivery**

16.1.1 We will notify you by way of email when your Goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.

16.1.2 If, within 2 working days of delivery, we receive no communication from you regarding any problems with the Goods, you are deemed to have received the Goods in full working order and to have accepted them with no problems.

17. **Returns policy**

17.1.1 If you receive Goods that do not match those ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, you should contact us within 5 working days to arrange collection and return. We are not responsible for paying shipment costs. You will be given the

option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.

17.1.2 If any Goods purchased have faults when they are delivered, you should contact us within 5 working days to arrange collection and return. We are not responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when the Goods were purchased.

17.1.3 If any Goods develop faults you may receive a replacement subject to the terms of the Manufacturer or Supplier – although we will always try our best to get a replacement, this may not always be granted.

17.1.4 If Goods are damaged in transit and the damage is apparent on delivery, you should sign the delivery note to the effect that the goods have been damaged. Such damage should be reported to us within 5 working days to arrange collection and return. We are not responsible for paying shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when the Goods were purchased.

17.1.5 If the Goods have been despatched or have reached you, but you decide that they are no longer required, the Goods can be returned to us within 5 working days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on our part. You are responsible for paying shipment costs if Goods are returned for this reason.

17.1.6 If you wish to return Goods to us for any of the above reasons, please contact us using the details on trade@freshfurnituredirect.co.uk to make the appropriate arrangements.

17.1.7 We reserve the right to exercise discretion with respect to any returns under these Terms. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

17.1.7.a.1 any use or enjoyment that you may have already had out of the Goods; and

17.1.7.a.2 any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to you at the time of purchase.

18. Privacy

Use of the website is governed by our Privacy and Cookies Policy (available at www.freshfurnituredirect.co.uk, which is incorporated into these Terms by this reference.

19. Disclaimers

19.1.1 We make no warranty or representation that the website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure or that all information provided will be accurate. We make no guarantee of any specific results from the use of our services.

19.1.2 No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making any decisions or taking any action of any kind.

19.1.3 No part of this website is intended to constitute a contractual offer capable of acceptance.

19.1.4 While we use reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, you should take responsibility for your own security, that of your personal details and your computers.

20. Changes to these Terms

We reserve the right to change the website, its Content or these Terms at any time. Users and Purchasers will be bound by any changes to these Terms from the first time they use the website following the changes. If we are required to make any changes to these Terms by law, these changes will apply automatically to any Orders currently pending in addition to any Orders placed by Purchasers in the future.

21. Availability of the website

21.1.1 The website is provided "as is" and on an "as available" basis. We give no warranty that the website will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

21.1.2 We accept no liability for any disruption or non-availability of the website resulting from external causes including (but not limited to) ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

22. Limitation of liability

22.1.1 To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the website or any information contained therein. You use the website and its Content at your own risk.

22.1.2 Nothing in these Terms excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.

22.1.3 Nothing in these Terms excludes or restricts our liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the website.

22.1.4 While every effort has been made to ensure that these Terms adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, if any of these Terms are found to be unlawful, invalid or otherwise unenforceable, the term in question is to be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining conditions.

23. No waiver

If any party to these Terms fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

24. Previous Terms

If there is any conflict between these Terms and any prior versions, the provisions of these Terms shall prevail unless it is expressly stated otherwise.

25. Third party rights

Nothing in these Terms shall confer any rights upon any third party. The agreement created by these Terms is between you and us.

26. Notices

26.1.1 All notices/communications shall be given to us either by post to our Premises (see address above) or by email to trade@freshfurnituredirect.co.uk. Such notice will be deemed received 3 working days after posting if sent by first class post, the day of sending if the email is received in full in business hours on a working day, and on the next business day if the email is sent on a weekend or public holiday.

26.1.2 We may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in any of our emails.

27. Governing law and jurisdiction

These Terms and the relationship between you and us shall be governed by and construed in accordance with the law of England and Wales and you and we hereby agree to submit to the exclusive jurisdiction of the Courts of England and Wales.