



A E M Y R I E

Aemyrie Limited Standard Terms and Conditions of Supply of Goods to Consumers

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

If you require further explanation of these terms then please contact us and ask to speak with a member of our team.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

"**Company**" means Aemyrie Limited, a company registered in England and Wales with number 10116545, whose registered office is at Stansted House, Stansted Park, Rowland's Castle, Hampshire, PO9 6DX;

"**Conditions**" means these Standard Terms and Conditions of Supply;

"**Contract**" means the legally binding contract between the Company and the Customer for the Sale of Goods, incorporating the Order Confirmation and these Conditions;

"**Customer**" means the person who purchases Goods from the Company pursuant to a Contract;

"**Goods**" means the Goods specified in the Order Confirmation to be supplied to the Customer by the Company (including any part or parts of them);

"**Order**" means the order communicated by the Customer to the Company in writing; and

"**Order Confirmation**" means the written order confirmation sent by the Company to the Customer, setting out the Goods, price and delivery details

1.2 No representative or employee of the Company, except a Director of the Company has the authority to alter these conditions.

2. CONTRACT FORMATION

2.1 A quotation given by the Company does not constitute an offer by the Company to supply the Goods to the Customer.

2.2 Unless otherwise agreed, quotations will be valid for 30 days from the date of issue.

2.3 The Customer offers to buy the Goods when the Customer places an Order in writing. It is the Customer's responsibility to ensure that the terms of its Order and any applicable specifications are complete and accurate. The Company is under no obligation to accept any Order.

2.4 The Company accepts the Order and the Contract is formed when the Company issues the Order Confirmation. It is the Customer's responsibility to check that the Order Confirmation meets its requirements and the Customer must inform the Company of any errors in the Order Confirmation immediately upon receipt.

2.5 Should the Customer wish to amend any aspect of its Order after the Company has sent the Order Confirmation, it must set out such amendments in writing. No such amendments should be regarded by the Customer as accepted by the Company unless and until the Company has issued a revised Order Confirmation.



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2.6 Subject to any amendment pursuant to clause 2.5 above, the Contract will comprise the Order Confirmation and these Conditions, to the exclusion of all other terms and conditions (including any terms and conditions that the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.7 Once the Contract has been formed, the Company shall incur costs in manufacturing and supplying the Goods. Therefore, the Customer shall, at the Company's absolute discretion, be liable to pay for an amount up to the full price set out in the Order Confirmation if the Customer elects to cancel the Contract after the Contract is formed but before the Goods has been delivered and the final balance has been paid.

3. DESIGN, MANUFACTURE AND MAINTENANCE

3.1 Although the Company takes every precaution to ensure that designs, drawings and the manufacturing qualities meet stringent standards, the Company cannot be held responsible for excessive and incorrect usage.

3.2 All designs and information are subject to the existing copyright agreement, which states they may not be reproduced in any form without the Company's prior written consent.

3.3 The Goods contain wood, which is a natural material. As a result, there may be slight differences between the finishes of samples supplied or photographs viewed and the finished product. The Company makes no guarantee and accepts no liability in this regard.

3.4 Wood will weather and change colour to a silvery grey if it is exposed to the elements. To prevent this, a seal must be applied and regularly maintained by the Customer after purchase. It is the Customer's sole responsibility to protect the wood from such weathering and the Company makes no guarantee and accepts no liability in this regard.

4. SPECIFICATION AND NATURE OF THE GOODS

4.1 The Company reserves the right to change the specification of materials used from time to time, provided that once a Contract has been formed, the Goods shall, subject to clause 3.1, materially comply with the specification set out in the Order Confirmation.

4.2 Pursuant to the Consumer Rights Act 2015, the Company shall ensure that the Goods supplied to the Customer:

- (a) are of satisfactory quality;
- (b) are fit for the purpose communicated by the Customer to the Company prior to the formation of the Contract;
- (c) match the specification set out in the Order Confirmation; and
- (d) are installed properly (if the Company installs the Goods).

5. PRICING

5.1 Unless otherwise agreed by the Company in writing and save for manifest error, the price for the Goods shall be the price set by the Company in the Order Confirmation.

5.2 The standard practice of the Company is to publish prices exclusive of Value Added Tax, which is charged at the current rate on the net invoice value, as set out in the Order Confirmation.



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6. PAYMENT TERMS

6.1 The Customer shall be required to pay a 50% deposit upon receiving the Order Confirmation. Neither design nor manufacture will commence until such deposit is received.

6.2 The remaining 50% balance of the Contract price shall be payable prior to delivery and Goods will not be dispatched until the Company has received full payment.

6.3 If this contract is terminated for any reason, its termination will not affect the Company's right to receive any money owed pursuant to it by the Customer.

7. DELIVERY AND INSTALLATION

7.1 The Company will arrange for delivery and installation of the Goods by its own transport and installers or by an independent carrier to a mainland UK destination as advised by the Customer.

7.2 Should the Customer require the Goods to be delivered outside the UK, it shall make its own delivery arrangements and, unless otherwise agreed in writing, the Company shall not be liable for any taxes, import duties or tariffs or other fees arising from such arrangements.

7.3 The Company reserves the right to deliver any Goods in instalments.

7.4 The Company will use its reasonable endeavours to meet the estimated delivery date set out in the Order Confirmation. If something happens which is outside of the Company's control and affects the estimated delivery date, the Company will inform the Customer and provide a revised estimated delivery date. Unless otherwise agreed, time will not be of the essence with regard to estimated delivery dates.

7.5 The Customer (or a nominated representative communicated to the Company in advance of delivery) must provide the delivery service provider with proof of ID before the goods can be delivered.

7.6 The Customer is responsible for ease of access at the time of delivery and for ensuring the site and area is clear for working, all nearby garden structures and ornaments have been removed and grass and plants covered and a free source of electricity provided.

7.7 The Company reserves the right to charge a reasonable amount for any delay at point of delivery or failed delivery.

7.8 The Company will take great care and skill whilst assembling the product(s) but will not accept responsibility for any damage caused to any garden structures, plants, grass or ornaments.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 The Company's total liability in Contract (including negligence or breach of statutory duty) shall be limited to the price of the Goods.

8.2 The Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect) or consequential loss or damage, costs expenses or other claims for consequential compensation or loss or damage howsoever caused which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for any economic loss, claim for damages or awards howsoever arising.

8.3 Nothing in these Conditions or the Contract shall seek to exclude or limit the Company's liability for personal injury or death caused by negligence or fraud.



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9. PASSING OF RISK AND LEGAL TITLE

9.1 Risk in the Goods shall pass from the Company to the Customer when delivery is accepted by the Customer.

9.2 Delivery of the Goods will not normally be made until final payment has been made. Notwithstanding this, full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company (even if they have been delivered and risk has passed to the Customer) until payment in full, in cash or cleared funds, for all Goods has been received by the Company.

9.3 Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:

- a) The Customer shall hold the Goods as Bailee for the Company.
- b) The Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods separately from any other Goods and ensure they are clearly identifiable as the Company's Goods.
- c) The Company may at any time, on demand and without prior notice, if payment for the Goods is overdue, the Company may repossess (for that purpose the Company may enter any premises owned or occupied by the Customer) or re-sell the Goods if the Customer enters into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986.
- d) The Company hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customer's business and to pass title in the Goods to its Customers if they are purchasers in good faith. This right shall cease on the occurrence of any event set out in "c" above and/or if any sum owed to the Company by the Customer is not paid when due.
- e) If the Customer sells the Goods prior to paying the full price, the Customer shall hold the proceeds of the sale in a separate bank account. At the request of the Company, the Customer shall assign to the Company all claims that the Customer may have against purchasers of the Goods from the Customer and make purchasers aware of the Company's Conditions of Sale.

10. WARRANTY

10.1 The Company warrants to the Customer that the Goods are free from defect in material and workmanship under normal and proper use and service for a period of 12 months from date of delivery. Notice of any defect must be notified to the Company within 7 days of delivery and installation. The Company's examination must find the product to have been defective or this warranty will be of no effect. This warranty does not apply in respect of damage caused by misuse, neglect or accident nor if Goods have been repaired or modified by anyone other than the Company or its authorised representative.

10.2 The Company's obligation to the Customer is limited to repairing, or at its discretion, replacing any defective component and shall not extend to the natural movement or shrinkage in timber, nor any form of neglect or lack of maintenance or unreasonable usage by the Customer.

11. FORCE MAJEURE

11.1 The Company reserves the right to suspend or cancel the Contract in whole or in part if manufacture or delivery is prevented or delayed due to any circumstances beyond the Company's



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control i.e. acts of God, flood, lightening, war, revolution, act of terrorism, riot or civil commotion. The Company may upon reasonable notice terminate or amend this Contract in such manner as is reasonable within the circumstances.

12. DISPUTES

12.1 The Company will try to resolve any disputes with Customers quickly and efficiently.

12.2 If the Customer is not satisfied with (a) the Goods; (b) the Company's standards of service; or (c) any other matter relating to its dealings with the Company, the Customer should contact the Company as soon as possible.

13. THIRD PARTY RIGHTS, LAW AND JURISDICTION

13.1 No-one except the Company and the Customer identified on the Order Confirmation shall have any right to enforce any term of the Contract.

13.2 Contracts shall be governed by and be construed in all respects in accordance with English Law and all disputes and claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English courts, to which the parties irrevocably submit.