

GALLERY TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

AGREED TERMS

1. Interpretation

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

"Force Majeure Event"	shall have the meaning given in clause 11.
"Goods"	the products that we are selling to you.
"Order"	your selection of the Goods from stock or display in our gallery or your order for the Goods as set out in our Sales Order form.
"Terms"	the terms and conditions set out in this document.
"We, Us"	De Montfort Fine Art Limited, registered in England and Wales under company number 02402634 with Registered Office at De Montfort House, Europa Way, Lichfield, WS14 9NW.
"Writing"	or written includes faxes and e-mail.
"You"	the person, persons or body corporate which is buying Goods from us.

1.2 Headings do not affect the interpretation of these terms.

2. Basis of Sale

2.1 These Terms, the Order and our price list are considered by us to set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order (where applicable) are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. When you are ordering Goods from us, please ensure that you read and understand these Terms before you submit your Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Goods they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the Goods.

2.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when:

- 2.5.1 we issue you with a receipt or other written acceptance of an Order; or
- 2.5.2 we notify you that the Goods are ready,

2.6 Please quote the order number (where applicable) in all subsequent correspondence with us relating to the Order.

2.7 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. The Goods

3.1 We warrant that on delivery and for a period of 6 months from the date of delivery or the date upon which we notify you that the Goods are ready for collection, as the case may be, the Goods shall:

- 3.1.1 3.1.1 conform in all material respects with their description subject to any qualification or representation contained in the brochures, advertisements or other documentation;
- 3.1.2 be of satisfactory quality;
- 3.1.3 3.1.3 be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;
- 3.1.4 be free from material defects in design, material and workmanship; and
- 3.1.5 3.1.5 comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

3.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 We will take reasonable steps to pack the Goods properly and to ensure that you receive your Order in good condition.

3.5 These Terms apply to any repaired or replacement Goods we may supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

4. Delivery

4.1 You may collect the Goods from us or, if specified at the point of Order and for an additional charge, we will arrange delivery of the Goods to you.

4.2 Delivery of the Order will be completed when either we or our delivery agents deliver the Goods to you or you collect them from us.

4.3 We will take reasonable steps to meet any estimated delivery or collection date specified in the Order or otherwise agreed by us in writing. However, occasionally this date may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new estimated date with you. Please allow extra time for deliveries to the following postcodes:

FK17-99, G83, IV1-28, IV33-39, KW-all, PA21-33, PA35-40, PH18-26, PH30-42, Northern Ireland, Channel Islands, Isle of Wight, Isle of Man, Scottish Islands, Scilly Isles

4.4 If you fail to take delivery of the Goods within seven calendar days of the date on which we notify you that the Goods are ready then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:

- 4.4.1 we will store the Goods until delivery takes place and may charge you a reasonable sum (currently £10 a day), to cover expenses and insurance; and
- 4.4.2 we shall have no liability to you for late delivery.

4.5 If you have not taken delivery of the Goods within fourteen calendar days of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, pay you for any excess over the price of the Goods or charge you for any shortfall below their price.

4.6 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we may deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5. Returns

5.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery or collection. We will ask you to return the Goods to us or (at our option) arrange collection and once we have checked that the Goods are damaged or defective, we will either (at our option):

- 5.1.1 provide you with a full or partial refund (including refund of any reasonable delivery charges which you have incurred); or
- 5.1.2 replace the Goods; or
- 5.1.3 repair the Goods.

5.2 Goods will not be accepted for return unless we are reasonably satisfied that they are damaged or defective.

5.3 Goods to be returned by you to us must clearly show the Order number on the packaging.

5.4 These Terms will apply to any replacement Goods we supply to you.

6. Consumer Rights

6.1 If you are contracting as a consumer and your Order is not taken in person at our business premises, you may cancel your contract to purchase the Goods at any time within 7 working days, beginning on the day after you receive the Goods. In this case, you will receive a full refund of the price paid for the Goods as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Goods in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning

the item to us. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

6.2 To cancel the contract, you must inform us in writing. You must also return the Goods to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Goods while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 You will not have any right to cancel a contract for the supply of any Goods which we have agreed to customise for you or which have been commissioned or made to order. We may, at our discretion, allow you to cancel such an Order subject to deduction of the cost of framing or any other bespoke work carried out from any refund then due to you.

6.4 This provision does not affect your statutory rights.

7. Title and Risk

7.1 The Goods will be your responsibility from the time of delivery or from when you collect the Goods from us.

7.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges or upon delivery being completed whichever is the latter.

8. Price and Payment

8.1 The price of the Goods will be as set out in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

8.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

8.3 These prices exclude delivery costs, which will be added to the total amount due.

8.4 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on the Order, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing, we do not have to provide the Goods to you at the incorrect (lower) price.

8.5 Payment for all Goods must be made at the time when goods are collected or with the Order, as the case may be. We accept payment by cheque (supported by bankers card), cash (subject to Money Laundering Regulations), credit finance (subject to status) and most debit and credit cards.

9. Original Works

Where we have commissioned and/or sold to you an original work of art then, as between you and us, all copyright and all other intellectual property rights in such work of art shall be owned by us. No rights to exploit such intellectual property, whether by copying such work or licensing such work for reproduction or publishing such work in any format, including, but not limited to, sculpture, limited edition print, illustration or other form of artwork or advertising, is

granted to you, nor should any such grant be implied or inferred. All such rights are expressly reserved to us and we do not guarantee that any such rights either will or will not be exercised.

10. Limitation of Liability

10.1 Subject to clause 10.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

10.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- 10.2.1 loss of income or revenue;
- 10.2.2 loss of business;
- 10.2.3 loss of anticipated savings;
- 10.2.4 loss of data; or
- 10.2.5 any waste of time.

However, this clause 10.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

10.3 This clause does not include or limit in any way our liability for:

- 10.3.1 death or personal injury caused by our negligence; or
- 10.3.2 fraud or fraudulent misrepresentation; or
- 10.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 10.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 10.3.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11. Events Outside Our Control

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- 11.2.1 strikes, lock-outs or other industrial action; or
- 11.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- 11.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- 11.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- 11.2.5 impossibility of the use of public or private telecommunications networks.

11.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

12. Assignment

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

13. Notices

All notices sent by you to us must be sent to De Montfort Fine Art Limited at De Montfort House, Europa Way, Lichfield, WS14 9NW. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

14. General

14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.4 These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.