

Terms & Conditions Policy Statement

TERMS & CONDITIONS OF SALES & PRIVACY POLICIES

ABOUT US

DALEN DESIGN CONCEPTS is a trading name of Dalen Limited a company registered in England. DALEN DESIGN CONCEPTS is a leading UK supplier of meeting and workplace furniture, designed and manufactured at our Headquarters in Birmingham, UK. Our sales and customer care teams are also based at our headquarters and are available during normal working hours to assist with any enquires. Company No: 1542645
Registered Office: Valepits Road, Garretts Green, Birmingham B33 0TD, UK

CONDITIONS OF SALE & PRIVACY POLICES FOR ONLINE CUSTOMERS

These are a summary of the terms of sale and are provided to help customers but do not substitute the full Terms and Condition of Sale or Privacy Policy which are set out below.

FULL CONDITIONS OF SALE

DALEN LIMITED (trading as DALEN DESIGN CONCEPTS) CONDITIONS OF SALE
Dalen Limited, Valepits Road, Garretts Green, Birmingham B33 0TD, UK

1. DEFINITIONS

- 1.1. The term “DALEN DESIGN CONCEPTS” shall mean Dalen Limited and vice versa.
- 1.2. The term “supplier” shall mean DALEN DESIGN CONCEPTS the company so named in any quotation.
- 1.3. The term “purchaser” shall mean the person, firm or company so named in the purchase order.
- 1.4. The term “quotation” shall mean the tender or supply quotation issued by the supplier for the supply of goods including these conditions, the specification, drawings or other documents annexed or referred to by the supplier in the quotation.
- 1.5. The term “purchase order’ shall mean the order for purchase issued by the purchaser to the supplier for the purchase of the goods .
- 1.6. The term “goods” shall mean the goods and/or services to be supplied by the supplier as identified in the quotation.
- 1.7. The “contract” shall mean the contract between the supplier and the purchaser consisting of and limited to, the supplier’s quotation, these conditions of sale, the purchase order accepting the

quotation, other terms and conditions in force by the supplier, excluding any other terms and conditions incorporated in or referred to in the purchase order to which the supplier has not expressly agreed.

- 1.8. The term “date for delivery” shall mean the expected date for delivery of the goods based upon standard delivery lead times, expected during usual trading conditions and outside of the supplier’s peak periods.
- 1.9. The term “confirmed date for delivery” shall mean a firm date for the delivery of goods contained in the quotation or agreed and confirmed by the supplier, in writing or by email following receipt of a purchase order.
- 1.10. The term “contract price” shall mean the sum stated in the quotation to be paid by the buyer to the seller for the supply of goods together with such other sums as may be payable to the supplier under these conditions of sale.

2. GENERAL

- 2.1. These conditions of sale and the quotation supersede any other terms and conditions including any terms or conditions, or descriptions, or statements as to the delivery, quality or performance of the goods or their suitability for any purpose appearing in any advertisements, catalogues, or other literature relating to the goods and override and exclude other terms and conditions, descriptions and statements as to quality and performance or suitability of the goods stipulated or referred to by the purchaser whether in the purchase order or otherwise.
- 2.2. No representative or agent of the supplier has any authority to agree any terms or make any representations that are inconsistent with these conditions or the quotation. The supplier will not be bound by any statements made by any person purporting to act on the supplier’s behalf as to these conditions or the quotation or any statements as to the delivery, quality, performance or suitability of the goods unless any such statement is specifically confirmed in writing by a duly authorised officer of the supplier and annexed to the contract.

3. SPECIFICATION AND DESCRIPTION SAMPLE AND STANDARD

- 3.1. The description of the goods given in any advertisement, catalogue or other literature is for information purposes only and does not constitute a term of the contract.
- 3.2. The supplier undertakes that the goods will conform with:
 - 3.2.1. The provisions of the quotation (except in minor respects which do not materially affect the usage of the goods). The supplier reserves the right to change and improve the specification of the goods in line with its policy of progressive development provided that any substituted materials shall be of the same or better quality than those specified in the quotation and that any such change will not materially affect the usage of the goods;
 - 3.2.2. The supplier’s normal standards of manufacture;

3.2.3. The requirements of any legislation in force at the time of the submission of the quotation.

4. QUALITY AND FITNESS FOR PURPOSE

4.1. The goods shall be in accordance with the quality specified in the supplier's quotation and if no quality is specified, with the normal industrial quality for the type of goods in question at the contract price.

4.2. If the purchaser has specified expressly that the goods shall be suitable for a particular purpose and the supplier has agreed in the quotation expressly to supply goods suitable for that purpose, then the goods shall be so suitable within the limits specified by the supplier in his quotation except in minor respects which do not materially affect the purpose for which the goods have been supplied.

5. DELIVERY

5.1. The supplier undertakes as a warranty and not as a condition of the contract that if a date for delivery or delivery period has been stated in the quotation that the seller will deliver the goods by such date or within such period or any extended date or period as provided for under clause 11.

5.2. The supplier shall deliver the goods to the delivery point stated in the quotation, provided that if in accordance with the quotation the goods are to be given to a carrier designated by the purchaser, other than the suppliers' carrier, for onward transmission to the purchaser, then delivery of the goods to the carrier shall constitute delivery to the purchaser.

6. PASSING OF PROPERTY

6.1. The property in the goods shall not pass to the purchaser until payment has been received by the supplier in full for the goods and for any other goods supplied by the supplier or any associated company of the supplier.

6.2. For the purpose of this clause the purchaser undertakes that until the purchaser has made payment in accordance with sub clause 6.1:

6.2.1. to take full responsibility for the goods once the goods have been delivered under the terms of clause 5.2 and ensure that said goods are kept in good condition and free from damage under the terms of clause 7.1,

- 6.2.2. not to remove, deface or cover up any identification marks on the goods or marks indicating that the goods are the property of the supplier;
- 6.2.3. to store the goods separately from those belonging to the purchaser or others;
- 6.2.4. to allow the supplier unrestricted access to the purchaser's Works or other place where the goods are stored for the purpose of removal of the goods.
- 6.2.5. to ensure proper insurance of the goods, at its own cost, for the benefit of the supplier whilst the purchaser is responsible for the risk in the goods under clause 7.1

7. PASSING OF RISK

- 7.1. The risk in the goods shall pass to the buyer on delivery as defined in clause 5.2 above.
- 7.2. If delivery is to be made to a carrier designated by the supplier for onward transmission to the purchaser, then the supplier will arrange for the benefit of the supplier, insurance of the goods on the basis of carrier's risk.
- 7.3. The purchaser will ensure that where the property of the goods remains with the supplier under the terms of clause 6.1 and the goods are to be collected by the purchaser or delivered by a carrier of the purchaser's choice, the purchaser will ensure that adequate insurance for the said transport and carriage of the good is in place.

8. CONTRACT PRICE

- 8.1. The price stated in the quotation is for the goods as specified and is valid for the period specified in the quotation, normally 30 days but subject to alteration at the supplier's discretion. Unless the purchaser confirms the price with a purchase order, relating specifically to the good contained in the quotation, within the period for which the quotation is valid, the supplier is under no obligation to maintain the price in the quotation.
- 8.2. The price stated in the quotation is for the goods as specified, if a purchase order received by the supplier from the purchaser is for alternative, additional or fewer goods or an alteration to the specification than those contained in the quotation then the supplier retains the right to review the price and provide a new or altered contract price.

9. PAYMENT TERMS

- 9.1. The supplier shall be entitled to request payment at the time of the receipt of the purchase order unless credit terms have been agreed with the purchaser.
- 9.2. Where credit terms have been agreed with the purchaser the supplier shall be entitled to invoice for the goods on delivery.

9.3. The purchaser shall pay the supplier's invoice within 30 days of its receipt.

9.4. If the purchaser fails to pay the supplier's invoice on the due date then the supplier shall be entitled to:

9.4.1. charge interest on the outstanding amount at the rate of 4% per annum above the Barclays' Bank Rate accruing daily;

9.4.2. decline to deliver any further goods to be supplied under this contract or any other purchase order placed by the purchaser with the supplier until payment has been received in full of any amounts outstanding, and payment has been made by the purchaser in advance for any goods not yet delivered without thereby incurring any liability whatsoever to the purchaser;

9.4.3. terminate the contract if the delay in payment exceeds 30 days.

9.5. Value Added Tax (VAT) where applicable shall be added to the contract price as an extra charge. The amount of VAT added to the contract price shall be at the rate in force at the time of the invoice being raised irrespective of the rate at the time of the quotation being presented or purchase order received.

10. ACCEPTANCE

10.1. The purchaser shall inspect the goods immediately on their receipt to ensure that the goods have not been damaged in transit and sign for the goods to indicate that they have been received in good order. The supplier accepts no responsibility for the receipt of goods and/or service damaged in transit where the purchaser has confirmed to the carrier that they have been received in good order.

10.2. The purchaser shall be deemed to have accepted the goods from the supplier as in good order unless within 14 days after their receipt the purchaser shall have notified the supplier that the goods are rejected as having been found not to be in accordance with the contract. This does not affect the purchaser's statutory rights.

10.3. If the purchaser does so notify the supplier within 14 days then the supplier shall be given the opportunity to inspect the goods and if reasonably satisfied that the goods are not in accordance with the contract for a reason for which the supplier is responsible, shall be given the option by

the purchaser to remedy the situation by repair or replacement within a reasonable time period and without further claim against the supplier. At the supplier's request the purchaser shall return the goods to the supplier at the supplier's expense. The supplier shall be responsible for all costs involved in the repair or replacement of the goods and for their re delivery to the purchaser.

11. DELAYED DELIVERY

- 11.1. Unless the supplier has included a confirmed date for delivery the date for delivery shall only constitute a warranty and not a condition of the contract and the purchaser shall not have the right to reject the goods or terminate the contract by reason of any delay in delivery.
- 11.2. If the supplier is delayed in the performance of the contract by any act or default of the purchaser, or any industrial dispute, national emergency or any circumstance beyond the supplier's reasonable control, then the date for delivery or confirmed date for delivery shall be extended by such period as may be reasonable.
- 11.3. If the supplier shall fail to deliver the goods by a confirmed date for delivery or any agreed extended confirmed date for delivery, then the supplier shall retain the right to supply the goods at a later date. If considered reasonable compensation may be paid by the supplier but any compensation shall be limited to the inconvenience caused to the purchaser and exclude any claim for damages or losses potentially incurred by the purchaser and such compensation shall be limited to 0.25% per week, of the portion of the contract relating to the delayed goods and to a maximum of 2% of the proportion of the contract relating to the delayed goods, unless it can reasonably be concluded from the circumstances that the buyer has suffered no loss.
- 11.4. The payment by the supplier of such damages shall be in full satisfaction of the supplier's liability for delay and to the exclusion of any other remedy of the purchaser for the supplier's delay.

12. DEFECTS LIABILITY

- 12.1. The supplier shall repair or replace at the supplier's option the goods which are, or which become, defective within 12 months from delivery due to faulty workmanship, materials or faulty design, if the supplier is responsible for design, provided that the purchaser has used the goods for their intended purpose, have operated, fitted or consumed them using properly trained staff and have generally used, operated and maintained the goods in a reasonable and professional manner. In order to seek remedy for any fault with the goods the purchaser shall have notified the supplier in writing of such defect and have given the supplier a reasonable opportunity to inspect the defective goods and a reasonable time frame in which to effect such repair or replacement.
- 12.2. The supplier shall pay, where the supplier is deemed to be responsible for the repair or replacement of defective goods, all expenses incurred by the supplier in connection with the repair or replacement, including all costs of transportation.
- 12.3. The supplier's liability in respect of defects in the goods shall be limited to those stated in this clause and the purchaser's statutory rights, the supplier shall not be liable whether in contract or in tort,

including but not limited to negligence, or by reason of breach of statutory duty or otherwise, for any damage or loss whatsoever suffered by the purchaser arising out of or attributable to such defects.

13. LIMITATION OF LIABILITY

13.1. The obligations and liabilities of the supplier in respect of the description of the goods, the quality of the goods or their fitness for purpose are limited to those which are expressly stated in clauses 3,4,10 and 12 above. All conditions, warranties and intermediate terms relating to the description of the goods, their quality and their fitness for purpose implied by common law or by statute or otherwise are hereby excluded from the contract.

13.2. Except as provided for under clause 11 above neither party shall be liable to the other for any indirect or consequential loss or damage, loss of profit, loss of use or production or of contracts which the other may suffer arising out of any breach by a party of its obligations under the contract and whether the same be due to the negligence of that party or not.

14. FORCE MAJEURE

14.1 Neither party shall be liable to the other for its failure to perform any of its obligations under the contract to the extent that such failure is a result of circumstances beyond its reasonable control, provided that the other party is notified in writing of such circumstances by the party affected as soon as they become aware of their occurrence.

15. SET OFF

15.1 The purchaser shall not be entitled to exercise any right of set off or counter claim.

16. LAW

16.1 The contract shall in all respects be governed by and interpreted in accordance with English law.

17. DISPUTE RESOLUTION

17.1 If any dispute or difference shall arise between the parties in connection with or arising out of the contact which cannot be settled amicably between the parties, then either party shall give to the other 14 days' written notice to such effect and such dispute or difference shall, in the first instance, be referred to a single arbitrator agreed between the parties.

DALEN LIMITED (trading as DALEN DESIGN CONCEPTS) PRIVACY POLICY

Dalen Limited, Valepits Road, Garretts Green, Birmingham B33 0TD, UK

1. DEFINITIONS

- 1.1. The term “Company” shall mean Dalen Limited.
- 1.2. The term “DALEN DESIGN CONCEPTS” shall mean Dalen Limited and vice versa.
- 1.3. The term “supplier” shall mean persons and companies supplying goods to the Company.
- 1.4. The term “purchaser” shall mean the person, firm or company purchasing goods.
- 1.5. The term “purchase’ shall mean the purchase of the goods .
- 1.6. The term “goods” shall mean the goods and/or services to be supplied by the Company.
- 1.7. The term “online purchase” shall mean the offer and/or purchase of the Company’s goods and services through its website/s.
- 1.8. The terms “Register” and “Registrant” shall mean the person, whether as an individual or on behalf a company or a company registering as a customer or supplier on the TOP-TEC web site or providing contact information through other routes, for the supply, purchase or receipt of promotional and sales services operated by the Company.
- 1.9. The terms “Registrant Information” and “Contact Information” shall mean the information requested of and given by customer or supplier when they register, this shall include any subsequent changes in the registrant’s details supplied by the customer.
- 1.10. The terms “Newsletter”, “Flyer”, “Invitation”, “Letter”, “e-brochure” and “e-mail letter” shall mean printed or electronic materials created by TOP-TEC and sent to registrants to promote, inform and advertise it goods, products and services.
- 1.11. The term “Data Storage” shall mean the retention of information supplied by registrants.
- 1.12. The term “Employee” shall mean a person working for the company and, in relation to the collection and storage of data, shall include persons working for the company through an agent.
- 1.13. The term “Employee Records” shall mean information collected and stored by the Company about employees, either employed directly or through an agent, and required to ensure that the company’s policies can be enacted or as maybe required of the Company in law.

2. GENERAL

- 2.1. This Privacy Policy supersedes any other Privacy Policy, or descriptions, or statements as to the amount, and nature of data collected by TOP-TEC, its storage and its method of collection or use.
- 2.2. No representative or agent of the Company has any authority to agree any terms or make any representations that are inconsistent with this Policy. The Company will not be bound by any statements made by any person purporting to act on the supplier's behalf unless any such statement is specifically confirmed in writing by a duly authorised officer of the Company.
- 2.3. The Company is registered with the UK Information Commissioner's Office (ICO) and adheres to the conditions required by the ICO for the collection, storage and use of data. All issues relating to Privacy and Data will be dealt with under English law.

3. INFORMATION & DATA

- 3.1. The Company retains information about customers and suppliers to enable it to trade and to promote its services and goods.
- 3.2. The Company will provide customers with a clear opportunity to unsubscribe from receiving promotional information from the Company each time such information is sent and the Company will act on such requests in a timely manner.
- 3.3. The Company retains information about employees to enable it to enact its policies and as maybe required of the Company in law.
- 3.4. The Company will seek to limit the extent of the data it collects and keeps about its customers and suppliers to that necessary to enable it to trade and promote itself.
- 3.5. The Company will seek to limit the extent of the data it collects and keeps about employees to that necessary to enable it to trade, enact its policies and as required in law.
- 3.6. The Company will take all reasonable steps to ensure that the data it retains about customers, suppliers or employees is accurate and up to date, but cannot be held responsible for errors or where a customer, supplier or employee's details change and the Company is not informed.
- 3.7. The Company will take all reasonable steps to ensure that its Data Storage management is appropriate, proportionate, robust and secure and that any data held by the company is used for the purpose for which it was collected by the appropriate employees of the Company.
- 3.8. The Company will not seek to hold information longer than is appropriate for it to trade effectively or enact its policies or as is required in law.
- 3.9. The Company will take all reasonable steps to ensure that when Data held is no longer needed by the Company that it is disposed of in a safe and appropriate manner.

3.10. The Company retains account details for customers, supplier and employees as necessary for the Company to make and receive payments.

4. ONLINE PURCHASE & REGISTRATION

4.1. The Company does not collect or retain credit card and other card payment details for online purchases made through its website; such payments being made through a third party provider, currently PayPal. The information collected and retained for sales made through the website is limited to that required to prove payment has been made and to despatch goods or contact the purchaser.

4.2. The online purchase of goods on the Company's website can only be made by customers who have registered on the company's website.

4.3. When registering on the Company's web site Customers are asked to supply Registrant information, namely: Company Name (if applicable), Name, Surname, Telephone Number, Email Address, Postal Address and to create a User Name and Password.

4.4. The Registrant is able to unsubscribe from the web site at any time and their records will be deleted within a timely manner.

4.5. At the time of registering the Registrant is provided with an option to unsubscribe to the Company Newsletter and receipt of other promotional materials. The Registrant is also offered the opportunity to unsubscribe on every occasion that information is sent.

5. CONTACT & REQUESTS FOR DATA OR CLARIFICATION

5.1. The Company does not sell, rent or divulge its customer or employee data to third parties other than is required in law.

5.2. All requests for information held by the Company about an individual or company should be made in writing to the Company and must be made by the individual, a duly authorised officer of a company or an agent duly authorised by an individual or company or by a body legally empowered in English law to request and receive such information.

5.3. Proof that a request for information is made by the individual, company or agent to whom the information relates or is made by a body legally empowered in English law to request and receive such information, will normally be required, in order to ensure that a request is lawful.

5.4. The Company will seek to comply with requests for information in a timely manner, normally within 90 days, and within the requirements of the prevailing laws of England and guidelines provided by the ICO.

5.5. The Company will amend records in a timely manner where it is shown that information held is incorrect.