

## TANGRAM TERMS OF SALE ('TERMS')

### 1 THE CONTRACT

- 1.1 These terms apply to all goods supplied by Tangram Furnishers Limited (Registered Number SC 240957) having its Registered Office at 33/37 Jeffrey Street, Edinburgh, EH1 1DH ("Tangram") and you ("you").
- 1.2 The terms shall become binding when we accept your order in writing or, if we do not issue a written acceptance, when we give you the invoice for the goods.

### 2 PRICE/AVAILABILITY OF GOODS/VAT

- 2.1 Every effort is made to ensure that prices shown on Tangram's Invoice are accurate at the time you place your Order and that the goods are available. If the price is incorrect, Tangram will offer you the option of reconfirming your order at the correct price or cancelling your Order. If any goods are unavailable, either at all or within an acceptable timescale, Tangram will offer you the option of placing a different order for replacement goods or cancelling your order. If you cancel in either set of circumstances, Tangram will refund any deposit or sum already paid but neither you nor Tangram will be liable for any other costs or losses incurred as a result of the cancellation.
- 2.2 No refunds can be given on non-standard goods made to your specification.
- 2.3 In addition to the price, you may be required to pay a delivery charge (if the goods are to be delivered) and an installation charge (if the goods are to be installed). Any such charges will be specified in Tangram's invoice.
- 2.4 Unless otherwise stated in the invoice, the price of the goods and any delivery and/or installation charges are inclusive of VAT.

### 3 PAYMENT AND INTEREST

- 3.1 Payment will be made by:
  - 3.1.1 a deposit of 50% of the price of the goods on order; and
  - 3.1.2 the balance on being advised by Tangram that the goods are available for collection or delivery.
- 3.2 Tangram can charge you interest on any outstanding balance at four per cent per year over the base rate of the Bank of England.
- 3.3 No payment shall be deemed to have been received until Tangram has received cleared funds.
- 3.4 Without limiting any other rights that Tangram may have, if you do not pay Tangram on time, Tangram may suspend collection and/or delivery and/or installation of the goods or suspend or cancel any other outstanding orders until you have paid the balance due.

### 4 DELIVERY AND INSTALLATION

- 4.1 You will collect the goods at the address notified to you by Tangram (either at Tangram's premises in Jeffrey Street or at its warehouse at 11 Granton Square, Edinburgh) or, if the goods are to be delivered and/or installed, you will accept delivery and/or installation at the address on the invoice, when Tangram notifies you that they are available. If you do not collect the goods or accept delivery of the goods within a reasonable time of the goods being available, Tangram will store the goods until collection or delivery or installation takes place and may charge you a reasonable sum to cover the storage expenses and insurance. If the non-collection or non-acceptance of delivery lasts for more than 30 days, Tangram may, without limiting its other rights, give you 7 days notice of its intention to resell or otherwise dispose of the goods and may, after such resale or disposal, apply any proceeds to reduce the losses caused by your failure to collect or accept delivery.
- 4.2 Any delivery date discussed or provisionally agreed with you is provided in good faith but is not guaranteed as Tangram do not manufacture the goods and delivery may be affected by factors beyond Tangram's control. If the goods are likely to be delayed for any reason, Tangram will inform you and agree a revised estimated delivery date.
- 4.3 You will become responsible for risk of loss or damage to the goods upon collection or delivery.
- 4.4 Please inspect the goods upon collection or delivery and inform Tangram in writing of any shortage, damage or defect as soon as you can and in any event, within 5 days of collection or delivery.
- 4.5 If the goods are to be installed by Tangram, Tangram reserves the right, without limiting its obligations to you, to engage sub-contactors.
- 4.6 If the goods are to be installed by Tangram, you will:
  - 4.6.1 provide Tangram with such access to your property/area where the goods are to be installed ("Premises") as may reasonably be required in order to carry out the installation;
  - 4.6.2 provide Tangram with such advance information, instructions and/or materials as may be reasonably required to carry out the installation;
  - 4.6.3 co-operate in assessing and minimising any health and safety risks;
  - 4.6.4 obtain and maintain any necessary licences, permissions and consents which may be required in connection with the installation.
- 4.7 If you fail to comply with any of the obligations in clause 4.6, Tangram may, without limiting its other rights, cancel or suspend the order or make a reasonable charge to cover any extra work or materials.

### 5 CANCELLATION UNDER THE DISTANCE SELLING REGULATIONS

- 5.1 If you place your order over the phone, by fax, email or through the post, you may have additional rights to cancel the order.
- 5.2 In relation to goods you have ordered, this cancellation right under clause 5.1 can only be used where:
  - 5.2.1 you exercise your right by providing notice to Tangram in writing within seven working days after the day on which you receive the goods (Tangram recommends you use recorded delivery post);
  - 5.2.2 you have not used the goods and have taken reasonable care of them; and
  - 5.2.3 the goods are standard goods within the manufacturer's product range and have not been made to your specification.
- 5.3 If you exercise your right to cancel you must either (i) make the goods available for Tangram to collect with 21 days undamaged and in the original packaging, or (ii) return the goods to Tangram within 21 days undamaged and in the original packaging.

- 5.4 If you cancel in accordance with clause 5.2 and comply with clause 5.3, Tangram will refund the price of the goods, after deducting or charging a reasonable cost (if any) in either collecting or (if you do not arrange to return the goods at your own expense) arranging for the return of the goods.
- 5.5 The goods remain your responsibility until received by Tangram. Tangram recommends that returns are made by registered mail or reputable courier and that proof of postage or receipt by Tangram is retained.
- 5.6 If, as part of the order, the goods are to be installed on the Premises, you may only cancel the installation part of the order if:
  - 5.6.1 you exercise your right by providing notice to Tangram in writing within seven working days after the day on which the contract has been concluded between you and Tangram (Tangram recommends you use recorded delivery post); and
  - 5.6.2 you have not agreed to the installation taking place within the seven working days after the day on which the contract has been concluded between you and Tangram.
- 5.7 If you cancel the order in accordance with clause 5.6, Tangram will refund you that part of the price, if any, paid for installation of the goods after deducting or charging you a reasonable cost if any part of the installation work had been carried out prior to cancellation.

### 6 MEASUREMENT/PRE-INSTALLATION INSPECTION

- 6.1 If the Premises require to be measured or otherwise assessed prior to the manufacturing and/or installation of the goods, Tangram will be given reasonable access to obtain accurate measurements and assess the work prior to manufacturing or installation being instructed.
- 6.2 You acknowledge that Tangram are not electricians, plumbers, joiners, builders, surveyors, architects or engineers and that Tangram measuring or assessing the property does not confirm the Premises are free from defect or suitable for the installation. The purpose of any visit by Tangram or those instructed by Tangram is to calculate manufacturing sizes and/or plan any installation. If you require the Premises to be surveyed e.g. to assess whether they are structurally sound, free from defect, capable of bearing any extra weight or otherwise suitable you should instruct an independent surveyor, architect, engineer or other relevant professional as appropriate.

### 7 DATA PROTECTION

- 7.1 Tangram will use the personal information you provide to supply the goods or to inform you about similar goods and services which Tangram provides, unless you tell Tangram that you do not want to receive this information.
- 7.2 Tangram will not pass your data to third parties. Tangram will take all reasonable precautions to keep the details of your order and payment secure. However, unless Tangram is negligent, Tangram will not be liable for unauthorised access to information supplied by you.

### 8 LIMITATION OF OUR LIABILITY TO EACH OTHER

- 8.1 Subject to clause 8.3, 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, at the time the contract becomes binding, a foreseeable consequence of the failure to comply with these terms.
- 8.2 Neither of us shall be responsible for losses that result from a failure to comply with these terms including, but not limited to, losses that fall into the following categories:
  - 8.2.1 loss of other income or revenue;
  - 8.2.2 loss of business;
  - 8.2.3 loss of anticipated savings;
  - 8.2.4 loss of data; or
  - 8.2.5 any waste of time.However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.
- 8.3 This clause does not include or limit in any way Tangram's liability for:
  - 8.3.1 death or personal injury caused by Tangram's negligence; or
  - 8.3.2 fraud or fraudulent misrepresentation; or
  - 8.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the supply of Goods Act 1982; or
  - 8.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
  - 8.3.5 any other matter for which it would be illegal for Tangram to limit or exclude liability.

### 9 EVENTS OUTSIDE OUR REASONABLE CONTROL

- 9.1 Neither you nor Tangram will 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 ('Uncontrollable Event').
- 9.2 An Uncontrollable Event includes any act, event, non-occurrence, omission or accident beyond our control and includes for example (without limitation) the following:
  - 9.2.1 strikes, lock outs or other industrial action; or
  - 9.2.2 civil commotion, riot, invasion, terroristist attach or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 9.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - 9.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - 9.2.5 loss or damage in transit including the loss or delay of trains, ships, aircraft or motor transport; or
  - 9.2.6 impossibility of the use of public or private telecommunication networks.
- 9.3 Our respective obligations under these terms shall be suspended for the period that the Uncontrollable Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will both co-operate and take reasonable steps to limit the adverse effects of the Uncontrollable Event or to find a solution by which our obligations under these terms or an agreed replacement set of obligations can be performed despite the Uncontrollable Event.