

## Terms and conditions for INFURN (Jan 2011)

### 1. Validity, existence of the contract

1.1 The following terms and conditions apply exclusively to all business relations between Designfurn Limited the company, and the buyer at the current time of when the order has been placed.

1.2 The buyer cannot use different conditions other than the conditions that are stated. The company is not required to tell the customer otherwise.

1.3 A contract comes into effect with the company when the order has been confirmed

### 2. Changes of the ordered goods

Customary and reasonable variations in the colour or in the dimensions are not considered as a defect.

In the event of unexpectedly high sales volume during a campaign the delivery time extends to about 2 to 4 weeks.

### 3. Price and payment

3.1 The agreed prices include VAT. The prices are listed in the product list.

3.2 The amount of the invoice must be paid upon receipt of order confirmation. The payment is in advance and can be paid through credit card payment or banktransfer

3.3 The company reserves the right of the ownership of the goods until the customer has made a full payment of the purchase price.

3.4 In case of our wholesale clients when there is a part payment agreement between the company and the buyer, the following will apply: If the outstanding balance of the purchase is not paid within 4 weeks of the receipt of the goods in the company's warehouse, the agreement is not valid. The deposit that is paid to the company by the buyer covers all suspension, storage and delivery costs.

3.5 The goods are not carried by INFURN. Unless otherwise specified, INFURN will hire an outside company on the customers behalf to complete the delivery of the goods. In the context of the offer "free shipping", INFURN will pay the costs of transport, otherwise the client must take responsibility for the transport costs.

### 4. Prolongation of the time of delivery

If INFURN is not able to meet the agreed deadline, the buyer is entitled to request information about this and the seller must inform the buyer. INFURN is not responsible for delays due to strikes or inconvenience from the suppliers. The buyer can withdraw the contract when the

shipping time has been exceeded. The customer provides us with a new shipping date in case the last date has been exceeded. The legal right to demand compensation remains intact.

## 5. Transferal of the ownership

The transfer of the ownership takes effect when the goods are delivered to the buyer or the responsible carrier.

## 6. Claim guarantee

6.1 The buyer is entitled to make legal claims.

6.2 The defect has not been caused by the buyer, such as damage caused by normal use (wear and tear), improper handling, temperature or weather conditions and so on.

6.3 The limitation period is governed by the law.

## 7. Guarantee/the right to withdraw

7.1 We will grant you a guarantee period of five years on all of our products.. If the product, during this period, becomes defect due to a production error, INFURN will replace the part of the product which is broken or the whole product.

7.2 Our products are manufactured to our customer?s specifications. Production begins immediately after payment has been received.Products may be returned within 7 days after delivery has taken place. Products can only be returned in their original packaging. Please remember you must take care of the goods whilst they are in your possession, goods returned damaged or used will not be refunded.In order to get a full refund, the package has to be completely unharmed and possible to resell without any modification. You return the goods at your own risk. Please note that even if you carry the risk of the goods it has to be packed in a transport approved manner to be accepted by a shipping agency.The purchase price will be refunded. For the return transport of the ordered stock, return carriage is to be paid by you, the customer.

## 8. Center of distribution and resale

8.1 The sale and supply of goods to customers is located in England.

8.2 In some countries the offer and resell of the goods, which have been legally purchased in England, is not permissible under the national law in force.

Therefore we strongly advise you to check whether resale is permitted under the national law in force.

## 9. Quality Assurance

9.1 INFURN guarantees the highest quality and perfection in its products. For this reason, every product is subjected to several rigorous quality inspections. This can lead to delays in delivery, since INFURN manufactures products are made to the individual needs of each customer. Should one of the products not meet the strict quality control, we have this product made again new customers on our own cost.

9.2 If delayed due to failed quality control, the resulting addition delivery time would be an additional 8 weeks over the original scheduled delivery time. Upon the INFURN customers request, is up to 10% of the total order able to be credited his or her INFURN account. In the unlikely event that the re-manufactured product does not meet the quality requirements, the customer grants INFURN the right to order a product a second time to be produced at the expense of INFURN. Should the new production also fail the inspection of our quality control another 10% of the total order able to be credited his or her INFURN account.

9.3 If INFURN is not able to deliver product ordered to the promised high quality, after the second post-production, the customer has the right to withdrawal from the agreement.

## 10. Final Provisions

10.1 The distribution center is in England.