

## **Conran Contract Terms and Conditions:**

**This order should be immediately checked and Conran Contract informed in writing within 5 business days of any incorrect details. Conran Contract can accept no liability if goods are produced to a client specification and that specification is subsequently found to be inappropriate.**

### **Terms of Payment**

- A deposit of 50% is required on all orders.
- The remaining balance is due prior to the order leaving the manufacturer.
- All goods remain the property of Conran Contract until full payment is received (100% of the value of the Client's order plus any storage and delivery charges).
- All sales require payment in full including delivery, insurance, relevant taxes and other related charges.
- Conran Contract's acceptance of payment from anyone other than the Client shall be as an accommodation only and shall not create a vendor-vendee relationship express or implied with a payee other than the Client.
- The client will be liable for all reasonable costs, expenses and fees, including attorney's fees, incurred by Conran Contract in collecting monies due or to become due hereunder.
- Once a deposit has been placed, orders cannot be canceled, modified or refunded.

### **Prices**

- All prices named, quoted or proposed are final and valid for only the given configuration of items and quantities from the date of issue of this quote until the date of expiration of this quote.

### **Delivery Services and Limitations**

- For all delivery destinations, including those overseas, individual quotations will be given.
- Unless specifically stated delivery, shipping, in-transit insurance, extraneous uncrating and installation charges are additional to the stated purchase price.
- All deliveries are sidewalk or street front deliveries unless specifically stated.
- The receiver, Client or an authorized agent must be at the delivery location to accept the delivery.
- Any additional costs accrued while completing delivery (ie. special materials, out-of-hours delivery) must be paid for by the Client.
- If delivery is included in a quote then it shall be only one (1) delivery unless otherwise stated. Any further deliveries that are required due to split orders, delays or other issues are not included unless previously stated by Conran Contract.
- A re-delivery fee will be charged if no one is available at the location to accept and sign for the delivery.
- Clients purchasing large items of furniture must ensure that it is possible to get the items into the delivery premises. In the case of non-delivery due to a no-fit, Conran Contract assumes no responsibility.
- An assembly or fitting service may be available on request. Individual quotations will be given if requested.
- Conran Contract staff are not authorized to use lifting equipment of any description. If delivery is possible using only such equipment then the work should be subcontracted to an appropriate professional contractor and all charges so incurred must be borne by the customer. If requested Conran Contract may nominate a contractor but accepts no liability whatsoever in this respect. Any such dealing will be based on a contract between the customer and the contractor.
- Upon receipt of the order the Client must check the order carefully for visible damage/defects and, if necessary, note any concerns upon the delivery receipt before signing. If, after this, the received order is found to be not that which is stated in this agreement or is damaged then Conran Contract must be informed, in writing, within 48 hours of receipt.

### **Delay**

- All delivery dates are estimates and are subject to change without any liability to Conran Contract.
- Conran Contract is not responsible for any delay in delivery or failure in performance for any cause beyond our control or any event which interferes with our normal business operations. This includes but is not limited to labor disputes, failure or delay of sources to supply, transportation difficulties, accidents, fires and acts of God.

**I confirm I have read and accept the above terms:**

**Client signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **Shipment**

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**|** Conran Contract, Bridgemarket, The Conran Shop, 407 East 59<sup>th</sup> St, New York, NY 10022.  
t: (212) 832-8854 f: (212) 644-4240 email: [info@conrancontract.com](mailto:info@conrancontract.com)

- Risk of loss shall transfer to Client upon delivery of goods to a common carrier, Client or Client's Agent. Merchandise is inspected before leaving the manufacturer. Conran Contract will not be liable for any loss, damage, cost or expense related to delay in shipment of delivery. Any claims for delays, damages or losses in shipping should be filed directly with the carrier.

**Product**

- In the unlikely event of any change in the Conran Contract product range we reserve the right to recommend an equivalent product of similar quality, style and value.
- Custom, specially manufactured merchandise will substantially conform to the description on the quote except that the merchandise may vary in weave color, match, texture or pattern from description or sample.
- While Conran Contract tries to ensure that all sizes, colors and specifications are accurate they are intended as a guide only.
- The implied warranties of merchant ability and fitness for purpose are excluded from the contract.
- In connection with furniture and lighting, discoloring, shading, soiling, staining, abrasions, minor denting and scratching are all characteristics of the manufacturing process and do not constitute manufacturing defects.
- In connection with carpeting and rugs, discoloring, shading, soiling, fluffing, shooting or loop ends, roll crushing, shedding, crushed pile or missing tufts are characteristics of all pile fabrics and do not constitute manufacturing defects.
- Neither Conran Contract nor the manufacturer may be held responsible for normal wear and tear of the merchandise. In the case of faulty or defective merchandise it is the manufacturer that will be ultimately responsible for determining whether any action is due regarding replacement or repair. Conran Contract may act as liaison between the Client and the manufacturer but will carry no responsibility for repair or replacement of merchandise.
- Any oral statements about Conran Contract's merchandise made by Conran Contract's employees or agents do not constitute warranties, shall not become a part of this Agreement and shall not be relied upon by the client. In no event will Conran Contract be responsible for correctness of or be deemed to have made any representation or warranty of description, size, medium, genuineness, attribution, provenance, authenticity, age or condition concerning Conran Contract's merchandise. Conran Contract makes no warranty or representation, expressed or implied, that the buyer of any work of art or other property will acquire any copyright or reproduction rights thereto.

**Terms of agreement**

- This agreement shall be governed by the laws of the State of New York and cannot be modified, except by further writing signed by Conran Contract.
- Any controversy or claim arising out of this agreement or the breach thereof which has a monetary value of less than ten thousand dollars shall be settled by arbitration in the City and State of New York in accordance with the commercial arbitration rules of the America Arbitration Association and judgment upon the award rendered by the arbitrators may be rendered in any court having jurisdiction. As for any controversy or claim arising out of or relating to this agreement or the breach thereof having a monetary value of ten thousand dollars or more, Conran Contract has the right to resolve this dispute by instituting an action in the Civil Court of the City of New York or the Supreme Court of the State of New York in lieu of referring this matter to arbitration.
- Terms and conditions of this form and related quote constitute the entire agreement and supersede any contrary provisions of the Client's order. No course of prior dealings between the parties and no trade usage shall be relevant to supplement or explain any term herein. The parties shall be relevant to supplement or explain any term herein. The parties shall not be bound by any agents' or employees' representation, promise or inducement not set forth herein. This document shall be binding either (a) when signed and returned by Client, (b) when retained by Client for five business days without objection or (c) when Client has otherwise confirmed acceptance.

<b>I confirm I have read and accept the above terms:</b>	
Client signature: _____	Date: _____

**Specification Approval:**

- I hereby confirm that the attached list of items is approved in accordance with my requirements for quantity, model, dimensions, materials, colors and fabrics:

Client (Please print clearly): \_\_\_\_\_

Client signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Note:**

- Conran Contract cannot accept liability if goods are produced to a client's specification and that specification is found to be inappropriate.
- I confirm that the details of my quote are correctly expressed on the quote from Conran Contract and accept Conran Contract's terms and conditions as expressed above and on the quote.
- I understand that it is my responsibility to verify all dimensions for delivery from point of building entry to point of placement.
- I understand that shipment from the manufacturer can only be scheduled upon receipt of final payment.
- I understand that once a deposit has been paid orders can neither be cancelled nor refunded.

Client (Please print clearly): \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I confirm I have read and accept the above terms:

Client signature: \_\_\_\_\_ Date: \_\_\_\_\_