

Terms and Conditions

1. Interpretation

- (a) 'D'Elise Design' means D'Elise Design International Limited, company number 6223816.
- (b) 'Buyer' means the person whose order for the Goods is accepted by the Buyer.
- (c) 'Goods' means the furniture packs and ancillary items available for purchase from D'Elise Design.
- (d) 'Services' means the delivery and installation of the Goods.
- (e) 'Apartment' means the apartment purchased by the Buyer from the Developer, which is to be furnished by D'Elise Design pursuant to the Contract.
- (f) 'Developer' means the developer and/or builder of the Apartment and other apartments on the complex on which the Apartment is situated.
- (g) 'Handover' means the handing over of the keys of the Apartment by the Developer to D'Elise Design or its sub-contractors so that the Services can be performed.
- (h) 'Contract' means the contract for the provision of the Goods and Services comprising the order form, order confirmation form, invoice and these Terms and Conditions.
- (i) 'person' includes individuals, partnerships, companies and other corporate bodies.
- (j) The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Orders for Goods and Services

- (a) D'Elise Design shall provide the Goods and Services to the Buyer subject to these Terms and Conditions which shall govern the Contract to the exclusion of any other terms or conditions subject to which any order is made or purported to be made by the Buyer.
- (b) No order submitted by the Buyer shall be deemed to be accepted by D'Elise Design unless and until confirmed in writing by D'Elise Design in the order confirmation form.
- (c) The Buyer shall be responsible to D'Elise Design for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving D'Elise Design any necessary information relating to the Goods or Services within a sufficient time to enable D'Elise Design to perform the Contract.
- (d) D'Elise Design reserves the right to substitute products with alternatives of similar quality and value.
- (e) D'Elise Design may at any time without notifying the Buyer make any changes to the Goods and Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Goods and Services.
- (f) D'Elise Design may correct any typographical or other errors or omissions in any brochure, promotional literature, website, quotation, inventory, order form, order confirmation or other document relating to the provision of the Goods and Services without any liability to the Buyer.
- (g) Goods are ordered at the discretion of the Buyer and D'Elise Design cannot be liable for product choices made by the Buyer.

3. Payment and Price

- (a) All prices are inclusive of delivery and installation. Upon placing the order, the Buyer is required to pay a deposit of 50% of the price of the Goods and Services. ***D'Elise Design must receive cleared funds representing the balance of the price one month before Completion of the construction.***
- (b) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to D'Elise Design, D'Elise Design shall be entitled to cancel the Contract or suspend the Services and/or charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 % per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

(c) Additions or changes to the original order will be individually quoted. Any additional Goods ordered may not be available at the price they would have been if they had been ordered at the same time as the original order and may be subject to a further delivery charge. This is because the cost of obtaining the original items by D'Elise Design from its suppliers might have been based on D'Elise Design's purchase of items in bulk from its supplier.

(d) Certain prices might be available for a limited period only and D'Elise Design reserve the right to vary their advertised prices from time to time. D'Elise Design's website and brochures are subject to change without notice and no part of the website or brochures form part of the Contract.s

4. Cancellation by the Buyer

- (a) The Buyer may cancel its order within 7 days of placing the order except where the order is placed after 23 August 2007 and D'Elise Design has placed its order to obtain the Goods from its suppliers.
- (b) Subject to the above clause 4.(a), no order which has been accepted by D'Elise Design may be cancelled by the Buyer except with the agreement in writing of D'Elise Design and on terms that the Buyer shall indemnify D'Elise Design in full against all loss (including loss of profit), costs (including the cost of Goods ordered from the manufacturer or supplier where those Goods cannot be resold by D'Elise Design), damages, charges and expenses incurred by D'Elise Design as a result of cancellation.

5. Delivery and Installation

- (a) D'Elise Design may sub-contract the Services to suppliers approved by D'Elise Design.
- (b) Any dates quoted for delivery and installation of the Goods are approximate only and D'Elise Design shall not be liable for any delay in delivery of the Goods however caused. Time for delivery and installation shall not be of the essence of the Contract unless previously agreed by D'Elise Design in writing. The Services will usually be performed within 6 - 8 weeks of the Handover. The Goods may be delivered by D'Elise Design in advance of the estimated delivery date upon giving reasonable notice to the Buyer.
- (c) The Buyer acknowledges that the Developer will provide a set of Keys to the Apartment to D'Elise Design or its suppliers, after practical completion of the construction of the Apartment by the Developer, to enable the performance of the Services. The Buyer agrees to allow access to D'Elise Design and its suppliers to allow them to deliver and install the Goods in accordance with the Contract.
- (d) Goods will be installed in the positions felt most suitable in order to fit with the dimensions any layout of the Apartment at the entire discretion of D'Elise Design or its sub-contractors, unless otherwise agreed in writing.

6. Risk and Property

- (a) Risk of damage or loss of the Goods shall pass to the Buyer at the time of delivery to the Apartment or, if the Buyer fails to allow access for delivery of the Goods, the time when D'Elise Design or its sub-contractors have tendered delivery of the Goods. ***It is the Buyer's responsibility to insure the Goods from the time of delivery to the Apartment.*** D'Elise Design is only responsible for Goods up the time of delivery to the Apartment.
- (b) All goods remain the property of D'Elise Design until paid for in full by the Buyer.

7. Availability of Goods

All products are subject to availability and may be withdrawn at any time. If we do not supply the goods for any reason we will not charge you for these and we will refund any money already paid by you. However we will not be responsible for compensating you for any other losses you may suffer if we do not supply the Goods, including without limitation, loss of profit.

8. Warranties and Liabilities

(a) Except in respect of death or personal injury caused by D'Elise Design's negligence, or as expressly provided in these Terms and Conditions, D'Elise Design shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of D'Elise Design, its servants, sub-contractors or agents or otherwise) which arise out of or in connection with the provision of the supply of the Goods and Services or their use by the Buyer, and the entire liability of D'Elise Design under

or in connection with the Contract shall not exceed the price for the provision of the Goods and Services, except as expressly provided in these Conditions

9. Product Guarantees

(a) The Buyer acknowledges that D'Elise Design does not manufacture the Goods and that the Goods are manufactured by a third party. D'Elise Design cannot therefore give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Buyer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to D'Elise Design. Such warranty, guarantee or indemnity will be provided to the Buyer in the handover pack which also contains the instructions for use.

(b) D'Elise Design shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the instructions of D'Elise Design or its sub-contractors (whether oral or in writing), misuse or alteration or repair of the Goods without D'Elise Design's approval and the Buyer shall indemnify D'Elise Design for any costs, losses or action taken by any person against D'Elise Design if such defects cause loss or damage to any person.

10. Damaged Goods

(a) We recommend that the Buyer visits the Apartment immediately upon completion of the Services. If however, the Buyer is unable to visit the Apartment and check the Goods and Services personally, D'Elise Design can suggest the name of a separate company which can, if the Buyer so chooses, act as the Buyer's agent to carry out an inventory check of the Goods and Services in the Apartment. Please note that D'Elise Design cannot be liable for any acts or omissions of this company.

(b) D'Elise Design will provide you or your agent with a full inventory of the Goods which must be checked against the installation. It must also be checked that all Goods, including any electrical items, function correctly and the inventory must then be signed off. ***Any damage or shortage of items must be notified to us in writing within 7 days of our notification to you that the Goods have been installed*** or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. We cannot accept liability for items that are missing after this time. If delivery is not refused, and the Buyer does not notify D'Elise Design accordingly, the Buyer shall not be entitled to reject the Goods and D'Elise Design shall have no liability for such defect or failure.

(c) All items will be checked by us on completion of the Services and D'Elise Design will advise the Buyer if any are outstanding.

11. Claims

(a) No claim is valid if the Apartment has been let to a third party before Buyer or his agent's inspection.

(b) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to D'Elise Design in accordance with these Terms and

Conditions, D'Elise Design shall be entitled to replace the Goods (or the part in question) free of charge or, at D'Elise Design's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

12. Force Majeure

D'Elise Design will not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods and Services, if the delay or failure was due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond D'Elise Design's reasonable control: Act of God, explosion, flood, tempest, adverse weather conditions, fire or accident; war or threat of war, sabotage, terrorism, security alerts, insurrection, riot, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions, orders or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of D'Elise Design or of a third party); power failure, delays in transport, delays by suppliers, late deliveries or breakdown in machinery.

13. Termination

D'Elise Design may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Buyer if the Buyer commits any breach of these Terms and Conditions or if the Buyer goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

14. General

(a) The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms or conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

(b) Notices required or permitted to be given under the Contract should be sent to D'Elise Design at its registered office or principal place of business and to the Buyer at the Apartment or the address last known to D'Elise Design.

(c) No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

(d) If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

(e) In the event of conflict between any provision contained in the order form and any provision in these Terms & Conditions, the former shall prevail.

(f) English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.