

PRIVATISELECTIONEM
TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS APPLY TO ANY PURCHASE YOU MAKE FROM US, SO PLEASE READ THEM CAREFULLY.

- These terms and conditions apply to all contracts between Privatiselctionem and the customer. They are an essential condition of us doing business with you and are binding upon you, your employees, agents and contractors, your successors and assignees and any party mentioned as benefiting from any order, whether signed by you or not.
- These terms and conditions prevail over any terms and conditions which you may seek to include within your own communications to us, including but not limited to alternative terms printed on your own purchase orders or quote acceptances.
- We may amend these terms and conditions by stipulating “Special Terms” in our Order Confirmation which Special Terms shall apply in addition to or, to the extent that there is any inconsistency between them, shall override these terms and conditions.
- In addition, we may change or amend these terms and conditions at any time except in relation to orders already confirmed in writing by us. Our terms and conditions are always available on request.

Products

- References to ‘products’ include all products, materials and associated services supplied by us to you.
- All products are subject to availability.
- We take care to ensure that all brochure descriptions, samples, pictures and measurements of our products are accurate at the time that they are published, but we may amend the specification of products at any time without notice in relation to future sales. We may also correct any typographical or other error or omission in any catalogue, sales literature, quotation or other document or website relating to the sale of products, without any liability to you.
- We do our best to ensure that the end product will match any agreed samples or representations shown to you as closely as possible, however there may be slight variations in colour, thickness and finish. For example, material thicknesses and weights may vary. If you have very specific measurement, weight or other technical requirements, it is your responsibility to inform us of these.
- We will follow any sign-off process outlined in the Order Confirmation (if any), which may enable you to review and sign-off discrete stages of our work against agreed samples or representations.
- We may at any time, without notifying you, make any changes to our products or their specification

which are necessary to comply with applicable safety or other statutory requirements, or which do not materially affect their quality or performance.

- We shall have the right to mark all of our products at our discretion with the name of the piece, the date/year of manufacture, the edition number where applicable, our trade mark and any other proprietary markings as we deem appropriate (e.g. patent and design registration numbers, where applicable).

The character of a Privatiselctionem product

- Within a batch our products may vary in colour and finish, due to the highly specialised artistic processes that we use. This is partly what gives our products their unique quality – they should be viewed as artworks, rather than standard, mass produced goods.
- The preciousness of imperfection is a core theme within Privatiselctionem’s work; many pieces incorporate marks, scratches, cracks and areas that appear to have peeled away, such distressed marks are an essential part of the Privatiselctionem style.
- Many of Privatiselctionem’s pieces are aged, patinated or oxidised so that they appear old, weathered or worn. They are often designed to appear timeless and become more beautiful as they age.
- Further details about our products and advice or recommendations about their storage, application or use, which are not given in our sales literature, may be made available on request, but should only be relied on if specifically communicated by us to you in writing.

Your order

- Please confirm your order with us by signing and returning to us a completed Order Confirmation within the quote period. On our receipt of your signed Order Confirmation, your order will become binding on you.
- We reserve the right to reject any order before we start processing it by giving you notice.
- If you wish to change or cancel your order, please give us written notice. Cancellation fees may be charged at our discretion if we have already started to process your order.
- We will use reasonable care and skill in fulfilling your order and will ensure that our products are of satisfactory quality and fit for any purposes specified in writing in the Order Confirmation.
- We will comply with agreed delivery dates or lead times and in this regard time shall be important, provided that we shall not be responsible for any delays caused wholly or partly by you, any relevant third parties engaged by you or other manufacturers or carriers.
- We shall not be liable for any unavoidable production delays resulting from quality control, safety or regulatory issues.
- In addition, any delay in us receiving payment of the initial deposit or other interim payments may

cause a delay to the delivery date.

Working together

- Please ensure that your nominated contact is available for us to consult and sign-off our work during normal working hours. If they are unavailable, your order may be delayed.
- If we need any products, materials, designs, proofs and information in order to progress your order, please let us have these as soon as possible and in the correct format.
- If any specifications or drawings submitted to us by you, which form the basis of our quotation to you, turn out to be inaccurate or incomplete, you agree that this may mean that we may make reasonable changes to anticipated costs or timescales at our discretion. Therefore, please take care in this regard.

Inspecting and collecting your order

- We shall notify your nominated contact by telephone, email or fax when your order is ready for inspection and collection. Please note that goods will not be released for collection until payment has been received in full.
- Please take this opportunity to inspect your order properly at our premises. If you cannot carry out a physical inspection, we may be able to provide you with photographs of the finished products to enable you to satisfy yourself that the order is acceptable. Where you sign-off our work on the basis of photographs or otherwise agree to dispatch without physical inspection, you shall be deemed to have accepted your order once we dispatch it to you.
- We may agree to dispatch products to you in consignments, in which case acceptance of each consignment shall be treated separately unless otherwise agreed.
- On collection/dispatch of the products, all risk in the products shall pass immediately to you. If you are based overseas, shipping your order may take several months and we cannot remain liable for it during that time. We can however obtain special insurance for delivery of your order, subject to additional charges.
- It is your responsibility to advise us of any specialist packing materials or requirements for your products, which may depend on the nature of the product, the delivery destination, mode of delivery, climate considerations and storage duration. Unless we have agreed and priced for a specialist packing specification in the Order Confirmation, your products will only be packed according to our standard packing procedures.
- Notwithstanding the above, we shall retain full ownership of the products until you have paid in full for them.

Payment terms

- The price of the products is as stated in the Order Confirmation and is exclusive of VAT, international

import or export duties and delivery charges, for which you will be additionally liable.

- We will only charge for packing if the product requires specialist materials or packing personnel.
- We reserve the right to change the prices given in our catalogue or price list from time to time without notice to you, except for orders which have then been accepted.
- Unless we agree otherwise in writing, you must pay a deposit of 50% of the order value at the same time as submitting your Order Confirmation and pay the full invoice balance without any deductions at least 7 days before the agreed date for collection (or dispatch, as appropriate). Receipts will be issued on request.
- If you fail to make any payment on the due date then, without limiting any other right or remedy available to us, we may cancel the order, suspend any further deliveries to you and/or call for all outstanding payments to be made immediately by you, charge you interest on the amount unpaid, at the statutory interest rate applicable to late payments from time to time, until payment in full is made and charge you for the full debt recovery costs incurred by us in this respect.

Restrictions and rights

- You acknowledge that many of our products are highly bespoke and may be protected by our intellectual property rights. You hereby agree that you will respect our rights and will not make any unauthorised copies of our proprietary products or processes. The intellectual property rights in our work, including in any specially commissioned products, will belong solely to us, unless we have agreed otherwise in writing and you agree to sign any relevant documents required to give this clause full effect.
- We indemnify you for all reasonable and direct liabilities and costs arising from any third party claims that your use of our products in accordance with our instructions infringes the intellectual property rights of others provided that you:
 - notify us promptly of any such claim;
 - allow us sole conduct of the defence of such claim;
 - make no admission in relation to such claim without our prior written approval; and
 - provide reasonable assistance (at our cost) upon request in relation to such claim;

and the liability limitations contained elsewhere in these terms and conditions shall not apply to any such indemnity claim by you.

- All intellectual property rights in and to the materials supplied to Privatiselctionem by you or on your behalf by third parties shall remain with you and/or your licensors. By making available such materials to us, you are confirming that we shall have the automatic right to use, modify, treat and adapt such materials for the purposes of our work for you. You agree not to remove any proprietary markings on our

products including (without limitation) trade marks, patent and copyright notices, unless otherwise agreed in writing. Any goodwill arising from such use by you of our trade marks will belong solely to us.

- You will comply with any agreed resale conditions specified in the Order Confirmation.
- Unless otherwise agreed in writing, you may not make or permit any alteration to the products or do or publish anything which might damage the creative integrity or value of them prior to supply or sale to the end user.
- Unless otherwise agreed, you will not represent or imply a trade connection or association between us in relation to the products (other than a simple supply relationship in accordance with good faith trade practices) and will not in any way attempt to trade off our goodwill or trade marks, nor do or say anything in public which might damage our reputation.
- Our staff are highly skilled and we invest heavily in training them to high standards. Therefore, for the duration of our work for you under these terms and conditions and for 12 months after we have ceased actively working together, you shall not entice, solicit or engage any person who was our employee or consultant or otherwise engaged by Privatiselctionem in connection with our work for you without our prior written consent. You agree that this is a reasonable restriction to impose in light of the value of the specialist skills of our staff.
- Unless otherwise agreed in writing we shall have the right to mention and show our work for you on our website and in our promotional materials.

Repairs, Warranty and liability

- We warrant that we will repair or replace (at our option) any of our products or processes found to contain material 'latent defects' (as defined below) in Privatiselctionem materials and workmanship for twenty-four months from initial collection/dispatch, subject to the terms of this warranty.
- It shall be your sole responsibility to check your order while it is still at our premises and to let us know immediately if you have found any problems or defects. Where any such problems or defects are our fault, we will remedy the problem, replace the products or refund the purchase price paid for such faulty products at our option. You agree to give us reasonable cooperation and time to do this.
- If you do not notify us of any problems or defects while the goods are still at our premises you shall be deemed to have accepted them as soon as they leave our premises. We shall thereafter only be liable under the above warranty or otherwise for problems or defects that could not have been reasonably detected on close inspection at our premises and which could not have been caused in transit to you ("latent defects"). This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, installation, negligence by you or any third party, use otherwise than as recommended by us, failure to follow any installation or care instructions, or any alteration or repair carried out without our approval. In particular this warranty does not apply to cracking caused by movement, shrinkage, expansion or warping of any base materials supplied by you to us and cracking caused by failure to adhere to any Care Instructions supplied by Privatiselctionem.

- Unless we agree otherwise, repairs to remedy latent defects under the warranty as described above, will be carried out at Privatiselctionem premises and we would ask you to return the affected products to us as soon as possible for these purposes. Alternatively, we may require access to the products in situ, at our discretion, for the purposes of repair.
- The above warranty is in lieu of all other express or implied warranties and other terms relating to the quality or fitness of the goods or otherwise, which are excluded to the fullest extent permitted.
- If you require products to be replaced or repaired after dispatch for any reason other than latent defects, our standard charges will apply.
- Where we carry out minor repairs (under warranty or otherwise) you accept that repairs carried out in this manner will be as inconspicuous as possible but may still be visible to the naked eye.
- Nothing in these terms and conditions shall confer or imply any liability on Privatiselctionem for any loss of profit, revenue, savings, goodwill or data or any indirect, special or consequential loss, damage, costs, other claims arising out of or in connection with your order (including any delay in supplying or any failure to supply the products) or their use or resale, and our entire liability shall not exceed the price paid by you for the specific products in relation to which liability has arisen.

Confidentiality

Neither you nor we shall at any time disclose to any other person or use for any purpose except as necessary to fulfil your order any confidential information which has been disclosed to it by the other and each of us shall use our best endeavours to keep any such information confidential, except in relation to information that has entered the public domain other than by their own fault; or in relation to information required by a court or tribunal to be disclosed.

Data Protection

We shall both respect the privacy of each other's personnel's personal data, and will comply with all relevant and applicable UK data protection legislation. Neither of us will disclose such personal data to anyone, unless required to do so by a court of competent jurisdiction.

Termination

- If you:
 - breach any of your obligations set out in these terms and fail to remedy that breach within 14 days of us asking you to;
 - make a voluntary arrangement with your creditors, become bankrupt or become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - or a receiver or equivalent is appointed, of any of your property or assets; or

- you cease, or threaten to cease, to carry on business; or
- we reasonably apprehend that any of the events mentioned above are about to occur in relation to you and notify you accordingly;

then, without limiting any other right or remedy available to us, we may cancel or suspend any pending or further orders without any liability, and any extended credit terms agreed with you will be immediately cancelled and we shall be entitled to call for immediate full payment for work undertaken.

- Nothing in these terms and conditions affects liability for death or personal injury caused by negligence of fraudulent misrepresentation.

General

- These terms create a contract between us which is personal to you and us, and neither of us may assign, mortgage, charge or sub-license any of our rights hereunder or sub-contract or otherwise delegate any of our obligations, except with the prior written consent of the other.
- Nothing in these terms shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between us.
- If any provision contained in these terms and conditions is considered by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other terms and conditions which shall remain in full force and effect.
- These terms and conditions together with the Order Confirmation contain the entire agreement between us with respect to its subject matter and (subject to the above) may not be modified except by an instrument in writing signed by the duly authorised representatives of either of us.
- We shall not be liable to you or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of our obligations to you, if the delay or failure was due to any cause beyond our reasonable control.