

# STORM Design and Sourcing Solutions LLP

## Terms and Conditions

### Summary:

These terms and conditions are designed to ensure that the Company Storm Design and Sourcing LLP and the Client/Buyer are protected from any unexpected circumstances.

**By accepting a quote, you are considered to have accepted these terms and conditions in full.**

### 1. INTERPRETATION:

Company	Storm Design and Sourcing Solutions LLP
Client / Buyer	The purchaser of goods and/or services
Contract	The agreement between the Client/ Buyer and Company for the supply of Goods and/or Services.
Confidential Information	All information in respect of the business and financing of the Parties including but not limited to: I. Any business methods, financial information, prices, discounts; II. Business, financial, marketing, development or manpower plans; III. Customer lists or details; IV. Computer systems and software know-how or other matters connected with the Goods or other products or Services manufactured for, marketed, provided or obtained by either Party; V. Information concerning either Party's relationships with actual or potential clients or customers and the needs and requirements of such persons.
Goods	Goods supplied or to be supplied by the Company to the Client/Buyer pursuant of the Contract.
Non-Returnable Goods	Goods supplied which the Company is unable to accept by return due to the nature of the Goods.
Parties	The Client/Buyer and the Company
Services	Services carried out or to be carried out for the Client/Buyer pursuant of the Contract.

### 2. BASIS OF THE CONTRACT

- **The Client/Buyer agrees that they:**
  - I. Have the authority to enter into this contract on behalf of them self, their company or their organization;
  - II. Agree to provide the Company with everything that is required to complete a Design project including any information as and when the Company needs it, and in the format that they request;
  - III. Will review any Design work and provide feedback and approval in a timely manner.
  - IV. Will be bound by any dates set;
  - V. Will agree that any quotation given by the Company shall not constitute an offer, merely an invitation and shall not be binding on the Company unless an order from the Client/Buyer is accepted in writing by the Company;
  - VI. May make and the Company may accept an order transmitted by means of Post, E-mail or over the phone;
  - VII. Will agree that any typographical, clerical or other error or omission in any quotation, sales or literature, acceptance of an offer, letter, invoice or any other document whatsoever transmitted shall be subject to correction without any liability on the part of the Company, and will acknowledge that each Contract together with any variations, contains the whole agreement between both Parties and has not relied upon any oral or written representation made to it;
  - VIII. Will agree to abide to the payment schedule set out at the end of this contract.
- **The Company agrees that they:**
  - I. Have the experience and ability to perform the services the Client/Buyer requires and will carry them out in a professional and timely manner;
  - II. Will endeavour to meet all deadlines set but cannot be responsible for a missed deadline if the Client/Buyer has been late in supplying materials or has not approved or signed off the Company's work on-time at any stage;
  - III. Will maintain the confidentiality of any information given and will not pass on to any persons or organisations unless both Parties are in agreement to do so;
  - IV. Will agree that acceptance of an order will be sent formally in writing by means of Post or E-mail;
  - V. Will agree that no variation or qualification to these conditions shall be binding upon the Parties unless agreed in writing by an authorised representative of the Company.

### 3. DESIGN PROJECT DELIVERY DATES:

- Hard deadlines for projects must be clearly communicated up front;
- It is always the intention of the Company to complete a project on time;
- Revisions and the Client's response times play a major role in the amount of time it takes to complete a project. Therefore, the project completion date the Company gives the Client is not a guarantee.

### 4. DESIGN QUOTATION TRAVEL:

- If it is necessary for the Company to travel to the Client to give quotations and take measurements and/or other information, the following terms apply:
  - I. Free quotations for travel of up to 20 miles;
  - II. 5% of the total project cost estimate will be charged for travel between 30 and 55 miles away;
  - III. Quotation travel over 55 miles will be decided at the Company's discretion;
  - IV. Travel will only be charged for one time if multiple trips are required by the Company to complete the job, however an additional 5% will be charged if the Client makes changes or additions to the design brief which forces travel.

### 5. DESIGN CONTRACT:

- This contract allows for a set number of revisions as stated in the quotation. If, at any stage the Client is not happy with the direction the work is taking, they will pay the Company in full for everything produced until that point and cancel this contract.

### 6. DESIGN CHANGES AND REVISIONS:

- All changes and revisions require written approval. If changes are given via phone, confirmation is then required in writing and accepted by the Company;
- The price at the beginning of this contract is based on the length of time estimated that is required to accomplish everything the Client has supplied in their design brief including a small number of revisions;

- A separate quotation will be given if at any time the Client changes their design brief or adds to it;
- Specific feedback is required on designs. If the Client requests revisions, it is most effective to offer examples;
- Excessive revisions, tweaks and miscellaneous changes are subject to additional charges at the Company's discretion;
- The Company is not responsible for revisions or updates to a project once the final agreed upon deliverable has been sent. If additional design associated with this project are needed, a new project agreement will be created.

**NOTE:** Once you approve a design, it's considered final, but all changes will be quoted and billed separately. Be sure to proof read carefully before approving the final design.

## 7. DESIGN COPYRIGHTS:

- When final payment has cleared, design copyright will be automatically assigned as follows:
  - I. The Client will own the design rights for the project. The Company will give the Client source files and finished files which should be kept safe as the Company are not required to keep a copy;
  - II. The Company reserve the right, unless the Client specifically ask us not to, to display undetailed images of their design project as part of our portfolio.
  - III. If payment is not received for any means, the Company continue to retain the copyright to the design and drawings and they are not owned by the Client.

## 8. SOURCED PART PRICE

- Price payable shall be the list price given in the quotation at the time of despatch unless otherwise agreed between the parties;
- The Company reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond its control including but not restricted to alteration of duties, fluctuation in exchange rates, any increase in the prices charged to the Company by its suppliers if a limited special price lapses before the Buyer places an order;
- The Company therefore reserves the rights to adjust the invoice price by the amount of any increase in costs after the price is quoted and the invoice so adjusted shall be payable as if the price set out therein were the original contract price – on agreement between both Parties;
- The Buyer will reimburse the Company in respect of any loss, cost or expense incurred by the Company as a result of, either directly or indirectly, the Buyer requesting a change in the delivery date, quantity or specifications of the Goods, the Buyer causing delay or the Buyer failing to give the Company adequate information or instructions;
- All prices are exclusive of VAT;
- The Company reserves the right to impose a minimum order charge at its discretion.

## 9. SOURCED PART DELIVERY

- Delivery dates are approximate only and time of delivery shall not be of the essence of the Contract. The Buyer will accept the goods even if they are delivered late, and late delivery will not entitle the Buyer to terminate the Contract. The Company may deliver early on giving reasonable notice to the Buyer;
- Local delivery of up to 15 miles may be carried out by the Company, thereafter a third party courier may be used. Decisions based on this are at the Company's discretion but will be included as part of the quotation price;
- If the Buyer fails to take delivery of the Goods, or fails to give the Company adequate delivery instructions in advance of the delivery date, the Company may;
  - I. Store the Goods until delivery can be effected and charge the Buyer the reasonable costs of storage and re-delivery;
  - II. Sell the Goods at the best price readily obtainable in which event the Buyer shall be liable for any shortfall between the price which would have been payable under the Contract and that actually obtained;
  - III. Treat the Contract as being repudiated and therefore terminate it;
- Goods should be examined by the Buyer immediately on delivery. Notification of short delivery of Goods and/or of lost or damaged Goods in transit must be made either by giving to the carrier a note detailing the shortage and/or damage at the time of delivery and confirming to the Company in writing within three days of delivery or if no note is given to the carrier then by written notification to the Company within three days of the date of delivery of the Goods;
- Any claim that Goods are not as specified in the Buyers order must be made by written notification to the Company within 7 days of the date of delivery;
- Goods ordered in error or inaccurately by the Buyer may only be returned with the written permission of the Company and the Company is entitled to require payment of any losses it has suffered due to the Buyers Error. Duly authorised returns shall be sent to the Company's premises at the Buyers expense.
- The Company shall be entitled to cancel any accepted order or withhold deliver of any Goods if the Buyer is in breach of any obligation to the Company;
- The Company shall be entitled to assume that any person signing a delivery note on behalf of the Buyer and who appears or claims to have authority to accept delivery shall in fact have that authority;
- The Buyer shall be responsible for the safety and protection of all the Company personnel who enter the Buyers premises to make delivery.

## 10. SOURCED PART WARRANTIES, CONDITIONS AND NON-RETURNABLE GOODS

- The Company undertakes at its option to replace or refund the purchase price of any Goods sold or supplied to the following circumstances only :
  - I. Where Goods do not correspond to any written identifying description applied to them;
  - II. Where the Goods prove to be unfit for a particular purpose which has been expressed in writing by the Company;
  - III. Where the Goods prove to be defective and not fit for ordinary purpose;
- The Company shall have no liability for any loss or damage to Goods arising prior to delivery or for any claim that any item delivered is defective or otherwise not in accordance with the Contract, or Non-delivery unless claims to that effect are notified to the Company in writing within seven days to the date of delivery;
- The Company shall pass on to the Buyer to the extent that is able any benefits obtainable under any warranty and/or guarantee given by the Company's suppliers always provided that the Goods have been accepted and paid for;
- The Buyer shall inform the Company within seven days of the date when a defect appeared or ought reasonably to have been discoverable and shall at the Company's written request return the defective Goods carriage paid to the Company's premise;
- In the event of a valid claim for defect, loss, damage, non-compliance with the Contract, non-delivery or non-performance, the Company undertakes as its option either to repair, reprocess or replace the Goods concerned;
- The Company shall have no liability in respect of any defect arising from any act, omission or error by the Buyer, including but not restricted to fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow any instructions provided by the Company or the manufacturer of the Goods, misuse, improper installation or repair or the use of incorrect lubricants;
- The Company shall have no liability for any advice or recommendation given by its employees which has not been confirmed in writing;
- Were the Buyer has purchased non-returnable Goods as laid out in the quotation by the Company, such Goods shall not be capable of return to the Company.

## 11. SOURCED PART PROPERTY AND RISK

- Goods remain the property of the Company until the Buyer has agreed to pay in full. Until that time, the Company shall keep the Goods properly stored and protected;
- The Goods shall be at the Buyers risk from the time of delivery to receipt of the Goods by the Buyer themselves or a third party;
- The Buyers right to possession of the Goods shall cease if the Buyer has not paid in full by the agreed date and the Company shall reposes the Goods;
- The Buyer hereby grants the Company licence to enter premises where the Goods are stored in order to repossess them at any time if it is considered that the stock is at risk of non-payment, unauthorised use or removal.

## 12. INDEMNITY

- The Buyer/Client shall keep the Company fully and effectively indemnified at all times against all and any costs, claims, demands, losses or liabilities whatsoever brought or made against the Company or otherwise suffered or incurred by the Company arising directly or indirectly out of any infringement or alleged infringement of patents, trademarks, copyright, design right or other intellectual property right occasioned by the importation, manufacture or sale of the Goods or Services if made to the specification or special requirements of the Buyer/Client;
- The Buyer/Client shall keep the Company fully and effectively indemnified against any loss or liability whatsoever which is suffered or incurred by the Company as a result of the acts or omissions of the Buyer/Client, its employees or agents in the course of collection of Goods from the Company.

## 13. CONFIDENTIAL INFORMATION

Each Party hereby agrees in respect of Confidential Information :

- To keep the Confidential Information in strict confidence and security;
- Not to use the Confidential Information save for enjoying its rights and complying with its obligations under this Contract;
- Not to disclose the Confidential Information to any third party save only as is required by law;
- To restrict the disclosure of Confidential Information to relevant and necessary information required by such of its employees and others who need it to perform of their duties as envisaged by the Contract and to ensure that such employees and others are aware of the confidential nature of such Confidential Information.

## 14. CONTRACT TERMINATION AND CANCELLATION

- The Contract may be terminated by the Company :
  - I. If the Buyer/Client is declared bankrupt
  - II. If the Buyer/Client ceases or threatens to cease to carry on business if within a company;
  - III. If an attachment order is made against the Buyer/Client or any legal process is levied on any property of the Buyer/Client;
  - IV. If the Buyer is unable to pay debts within insolvency;
  - V. By either party if other commits a material breach of the Contract and has not remedied the breach within 20 days of a written request to do so but without prejudice to any other rights or remedies a Party may be entitled to under these Conditions or at law or to any accrued rights or liabilities of a Party;
  - VI. If payment by the due date of the full amount of any invoice correctly levied by the Company on the Buyer/Client has not been made.
- The Client may cancel a design or project for any reason whatsoever, at any time. Any work will be billed up to the point of cancellation, and the Company will send the Client any work completed up to that point;
- Should the Company cancel a design or project due to unforeseen circumstances, any work completed up to the point of cancellation will be handed to the Client and the Company will refund for any payments made on incomplete work.
- Any right which the Company has to terminate the Contract under any of the previous provisions of this clause shall include the right to suspend any further deliveries and/or Services to be performed under the Contract and upon such termination of the Company shall not incur any liability to the Client/Buyer. Furthermore, upon such termination then, if any Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement regarding payment or the normal terms under the payment clause. The Company shall also retain its rights demand immediate payment;
- The Client/ Buyer may not cancel any order which has been accepted by the company except with the agreement in writing of the Company. In the event of any cancellation or termination for any reason whatsoever, the Client/Buyer shall indemnify the Company against all loss including but not restricted to loss of profit, costs, damages, charges and expenses howsoever incurred by the company as a result of such cancellation or termination.

## 15. FORCE MAJEURE

- The Company shall not be liable to the Client//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 under the Contract, if the delay or failure was due to any cause beyond the Company's reasonable control, including but not restricted to :
  - I. Act of God, explosion, flood, fire or accident;
  - II. War, sabotage or civil disturbances;
  - III. Acts, restrictions, regulations or bye-laws passed by parliamentary or local government;
  - IV. Import or export regulations;
  - V. Strike, lockouts or any other industrial actions;
  - VI. Power failure or breakdown of work stations/machinery;
  - VII. Difficulties in obtaining or shortages or failures of any supplies including shortages or failures cause by the Company's own suppliers.
- These rights shall apply equally and in all respects to the Client/Buyer.

## 16. PAYMENT

- Electronic invoicing shall be used unless otherwise requested by the Client/Buyer;
- Payment shall be made in the currency of the invoice;
- For Design Service Payments, you shall abide by the payment schedule below:
  - I. 30% Payable up front before work commences, then remaining 70% payable on completion of the project before the drawings are released;
  - II. Alternative payment terms at our discretion;
- For Sourcing Service payments, you shall abide by the payment schedule below:
  - I. 100% payable prior to dispatch of Goods;
  - II. Alternative payment terms at our discretion;
- If the Client/Buyer fails to make payment due under any Contract between it and the Company, then the Company shall be entitled to terminate the contract forthwith and shall not be liable to perform any part of and Contract still incomplete at that time nor shall the Company be bound to any warranty;
- If the Client/Buyer fails to adhere to the terms of payment of any invoice then the Company may at its sole discretion demand immediate payment of any or all liabilities whether or not payment of these is due;
- In the event that legal action has to be taken or the Company has the pass the debt to solicitors or any other agent for the recovery of any outstanding debt then the Company shall be entitled to charge the Client/Buyer an administration fee of £100.

## 17. LIMITATION OF LIABILITY

- The Company's liability in Contract, tort or otherwise in connection with the Contract (Except in relation to death or personal injury caused by the negligence of the Company or its employees which acting in the course of their employment) shall be limited to the value of the Goods and/or Services upon which such liability is based;
- Save as above, the Company shall not be liable in any circumstances for:
  - I. Any loss of use, production or profit;
  - II. Any loss of business, contracts, revenues or anticipated savings;
  - III. Any increase in operating costs or any other financial or economic loss;
  - IV. Any indirect or consequential loss or damage whatsoever;
  - V. Personal injury which is not caused by negligence whether sustained by the Client/Buyer or by any third party and whether in contract, tort or otherwise in connection with the Contract.
- If the Company undertakes to perform Services to the Clients/Buyers own design and/or specification and/or instruction, it shall have no liability for any loss whatsoever arising in whole or in part from the unsuitability or inadequacy of any such design, specification or instructions nor shall the Company's right to payment be in any way diminished in such circumstances;

- The company are not liable for to any item manufactured not made exactly to our drawing unless the changes have been agreed by the company in writing.
- Nothing herein shall have the effect of excluding or restricting liability of the Company for:
  - I. Death or personal injury resulting from its negligence;
  - II. Fraud and or/fraudulent misinterpretation;
  - III. The Consumer Protection Act 1987, in so far as all the foregoing is prohibited by United kingdom Statute.

**This Contract shall be governed by English law and subject to the exclusive jurisdiction of the English courts.**

**Updated: 11/04/2021**