

LYNNE FROST INTERIORS LTD.

STANDARD TERMS AND CONDITIONS

1. Definitions and General

1.1 In these terms and conditions.

“Company”	means LYNNE FROST INTERIORS LIMITED.
“Agreement”	means the agreement however made for the supply of Products and/or Services by the Company to the Customer.
“Business Hours”	means the hours of 09.00 to 17.00 Monday to Friday excluding public holidays.
“Customer”	means the party to whom the Company has agreed to supply the Products and/or provide the Services (as the case may require) including its employees, agents and servants.
“Force Majeure”	shall include, without prejudice to the generality of the expression, act of God, war, riots, insurrection, government regulations, legal restrictions, embargoes, strikes, labour disputes, shortages of materials, fire, floods, tempest or any other cause or event outside of the control of the Company howsoever caused or arising.
“Products”	means the goods supplied or to be supplied by the Company to the Customer.
“Services”	means the Services supplied or to be supplied by the Company to the Customer.

2. Acceptance of Order

- 2.1 The Company agree to sell the Customer Products and/or Services (as the case may require) and, in return, the Customer agrees to purchase and pay for the Products and the Services in accordance with these terms and conditions which shall govern the agreement between the Company and the Customer to the exclusion of any other terms and conditions subject to which any estimate is accepted or purported to be accepted by the Customer.
- 2.2 The Company reserves the right to refuse the Customer's acceptance of an estimate unless stated to be open for a specific period and is not withdrawn in such period.
- 2.3 No variation of these terms and conditions shall be effective unless made in writing and signed by a Director of the Company. Any variation made in this way shall be effective as shall a variation contained in the confirmation issued by the Company of an acceptance by it of the Customer's order.

3. Scope of Agreement

- 3.1 The terms of this Agreement are to govern any contract between the Company and the Customer and shall prevail over any terms put forward by the Customer unless the Company expressly agrees to an amendment to its terms and conditions in writing. No conduct by the Company shall be deemed to constitute acceptance of any terms put forward by the Customer.
- 3.2 The employees and representatives of the Company are not authorised to make oral representations as to the description or quality of the Products or the Services. If a representation is made or an opinion expressed orally which materially affects the Customer's decision to purchase the Products and/or the Services, the Customer must ensure that any such details are confirmed in writing by a Director of the Company so as to form part of this Agreement otherwise no liability can be accepted.
- 3.3 All descriptions and other information contained in sales literature, advertisements and estimates may include information received from the Company's suppliers and agents and the Company cannot be held responsible for any inaccuracy in any information passed on in good faith.
- 3.4 The Company shall have no liability for destruction or damage to the Customer's data where it can be shown that the Company is not responsible for such destruction or damage. The Customer agrees to keep a copy of all data.

4. Order and Specification

- 4.1 The quantity and description of the Products and Services forming part of this agreement shall be as set out in the Company's estimate as the same may be varied by agreement between the Company and the Customer. The Company's acceptance of the agreement will be on the later of the point when (i) the Customer has agreed to the estimate and (ii) the Customer has paid the

required deposit. Any subsequent agreed alterations will be implemented in the interim or final invoice.

- 4.2 No Agreement having been accepted by the Company shall be cancelled by the Customer except on terms that the Customer shall indemnify the Company in full against any losses incurred by the Company including loss of profit, costs of all labour used or planned to be used as part of the production of the Customer's order and any materials used and any damages and expenses incurred by the Company as a result of the cancellation.

5. Price

- 5.1 The price of the Products and the Services shall be the prices included in the Company's estimate as the same may be varied by agreement between the Company and the Customer to reflect agreed variations to the quantity and/or description of the Products and Services as set out in Condition 4.1.
- 5.2 The Company reserves the right by giving notice to the Customer to increase the price of the Products and/or the Services to reflect any increase in the cost which is due to any change in the scope of work, quantities or specifications necessary to complete the work or extent of the Services requested by the Customer or other authority acting on behalf of the Customer.

6. Delivery

- 6.1 This Agreement shall commence from the date upon which Products are first delivered and/or the Services are first provided or such other date as may be agreed between the Company and the Customer.
- 6.2 Any issues with the Products and/or the Services should be reported by the Customer during Business Hours to the Company on the service telephone number or such other telephone number as notified to the Customer by the Company.
- 6.3 Any personnel supplied under this Agreement as part of the Services will be suitably experienced.

7. Excluded Services

Services deemed necessary by the Company or its agents or servants due to (i) wilful act or default of the Customer; or (ii) any damage caused by the Customer or a third party.

8. Additional Services

Services requested by a Customer outside of Business Hours will be charged in accordance with the Company's current charging rate from time to time in force.

9. Customer's Obligations

- 9.1 The Customer shall ensure that all Products are handled in a skilful and proper manner by persons who are trained to a competent standard.
- 9.2 The Customer shall provide full, free and safe access to the Company in order to deliver the Products and/or provide the Services and the Customer shall protect the health and safety of the Company's personnel while such personnel are on the Customer's premises.
- 9.3 The Customer will not approach or solicit any employee or consultant or representative then engaged by the Company regarding contract or permanent work, without prior agreement of the Company. This stipulation will apply for the duration of this or any other agreement between the Company and the Customer and for a period of six months after termination of all such agreements. If the Customer recruits any permanent or contract staff who are working for the Company, or have worked for the Company in the previous six-month period, a fee of 20% of annual salary or annualised contract rate will be payable to the Company.

10. Force Majeure

- 10.1 If performance by the Company is delayed or hindered by circumstances outside its control or amounting to Force Majeure as defined in the Agreement the Company will as soon as reasonably practicable give the Customer notice of the reasons of the delay or hindrance and failing to give such notice will not prevent the Company relying on the remaining provisions of this clause and the Company will incur no liability for failure to give such notice.

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10.2 In the event of such Force Majeure the Company's duty to inform shall be suspended for as long as the circumstances amounting to Force Majeure continue and the time for performance of the Company's obligations shall be extended by a period equal to the duration of those circumstances.

11. Faulty Goods and Defects

11.1 The Company will only supply and use materials and goods within the scope of published specifications from appropriate manufacturers and suppliers but the goods are supplied subject to any conditions of sale relating thereto by the relevant manufacturer or supplier.

11.2 Save as expressly provided in the Agreement no statutory or other warranty, condition, description or representation of any kind whatsoever on the part of the Company including (but not limited to) any such as to the merchantability or fitness for any purpose of the Products or any of them is given or to be implied by the Agreement nor is any such warranty, condition, description or representation to be taken to have been given or implied from anything said or written in negotiations between the Company and the Customer or their respective representatives prior to this Agreement.

12. Terms of Payment

12.1 The charges and terms of payment for the Products and the Services are shown on page 1 of this Agreement.

12.2 The charges payable by the Customer are a 50% deposit for all projects to be paid on, or within seven days of, the Customer's agreement to the Company's estimate and (i) for projects less than £15k, payment of the balance in advance of final fitting/installation and (ii) for projects over £15k, payment of the balance in advance of final fitting/installation by way of stage payments in accordance with an agreed payment schedule. In the case of projects over £100k, the parties may agree a percentage retention until final installation by the Company.

12.3 Notwithstanding the provisions of Condition 12.2, in the event of the Company being prevented from fulfilling the order by reason of failure on the part of the Customer to provide full, free and safe access to the Company in order to deliver the Products and/or provide the Services in accordance with Condition 9.2, and such failure continuing for a period of 14 days from the date upon which the Company serves notice on the Customer calling on the Customer to provide such access, payment of any balance shall become due on the date of expiry of such notice.

12.4 Interest shall be payable at the rate of 5% per annum over the Base Rate from time to time of Royal Bank of Scotland PLC from the due date for payment.

12.5 If the Customer shall fail to make payment to the Company for the Products and/or the Services as required by this Agreement or any other Agreement between the Customer and the Company, the Company reserves the right (without prejudice to its other rights) to suspend delivery of the products and suspend the Services until such sum is received by the Company.

12.6 Where the Company is unable to provide the Services as a result of the Customer being in breach of its obligations contained in this Agreement all time expenditure and material costs will be charged to the Customer at the Company's current charging rate from time to time in force.

12.7 The Customer will pay the price in full without any discount, deduction, set off or rebate on any grounds.

12.8 Payment shall be made by cheque, cash or direct bank transfer. Credit card payments cannot be accepted

13. Sub-Contract

The Company reserves the right to sub-contract the performance of this Agreement in whole or in part subject to prior notice to the Customer.

14. Termination

This Agreement shall continue to completion unless terminated in writing by one party, giving **three months notice** to the other to that effect. The letter must be sent by recorded delivery or acknowledged email to the other party to expire at the end of such period.

15. Confidentiality

All trade or professional secrets or other information supplied by either party to the other shall be kept confidential and such supply shall not imply any transfer of property.

16. Jurisdiction

This Agreement is governed by and construed in accordance with Scottish Law and the parties submit to the Jurisdiction of the Scottish Courts.

17. General

17.1 The Customer represents and warrants that it is duly authorised and empowered to enter into contractual commitments with the Company and that such authority shall continue during the term of this Agreement.

17.2 This Agreement represents the entire Agreement between the parties, save where the parties agreed in writing to amend the terms as in Clause 2. Each party warrants that no representation not recorded on page 1 of this Agreement has been made which induced the other to enter into this Agreement. No amendments of these terms and conditions is valid unless confirmed in writing by both parties on same date as, or a later date than, the date of this Agreement.

17.3 Clause headings are for convenience only and shall not affect the construction of the terms and conditions of this Agreement.

17.4 No failure delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other further exercise of any other power or right.

17.5 The Customer shall not assign the benefit of this Agreement without the prior written consent of the Company.

17.6 Any notice given under this Agreement by either party to the other must be in writing and may be effected by personal delivery, fax or registered mail postage and shall in the case of fax be deemed to be received on the same date as it was sent and in the case of postage within 48 hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties set out on page 1 of this Agreement or to another address notified in writing to the other for such purpose after the date of this Agreement.

18. Photographs

18.1 On completion of any works the Company may seek approval from the Customer to have photographs taken of the completed works. for Companies project portfolio and advertising purposes.

18.2 Before using such photographs in any form of electronic or printed media prior approval of the customer shall be obtained.