



1. DEFINITIONS

In these Terms and Conditions ("the Terms") the following words shall have the following meanings:

"Clause" shall mean clause of these Terms unless the context shows a contrary meaning.

"Company" shall mean Translucent Creations Ltd whose registered office is located at 60 Windsor Avenue, London SW19 2RR and also referred to herein as 'us' 'we' and 'our'.

"Customer" shall mean any person, firm or company to whom the Company supplies Product(s) and/or Services whether directly or indirectly such as an architect acting on behalf of a client and also referred to herein as 'you' and 'your'.

"Estimate" shall mean a document produced by the Company and issued to the Customer including specification(s) and price(s) for supply of Product(s) and/or Services to the Customer.

"Order" shall mean a document produced by the Customer and issued to the Company for the purpose of procuring supply of Products and/or Services from the Company.

"Products" shall mean bespoke decorative materials which are supplied by the Company.

"Services" shall mean only services related to Products supplied by the Company.

"Site" shall mean the particular address or building(s) or specific location(s) within a building or buildings to which Goods and/or Services are supplied by the Company to the Customer.

"Specification" shall mean the detailed description in words or drawings or both of any Product(s) supplied by the Company and as contained in any Estimate issued by the Company.

"VAT" shall mean any value added tax chargeable from time to time on the Product(s) and/or Services.

2. GENERAL

2.1 The Terms shall apply to all Products and Services supplied by the Company to the Customer.

2.2 The Terms set out the entire agreement between the Company and the Customer. All Orders are placed under these Terms alone and no variation to any Clause shall be applicable unless agreed by a Director of the Company in writing prior to the Company's acceptance of the Order.

2.3 The variation by the Company of any single Clause or multiple Clauses of the Terms does not imply the waiving of any other Clauses or the rights conferred thereby.



2.4 These Terms exclude any other terms and conditions inconsistent therewith which a Customer may seek to impose on the Company whether such other terms and conditions are submitted with an Order or issued to the Company at any prior or subsequent time to the issue of an Order and/or which may purport to exclude or supersede any Clause by way of alternative wording in any offer acceptance or counter offer made by the Customer.

2.5 If either party has a right conferred by the other party's failure to comply with any obligations under these Terms and elects to delay exercising that right such delay is not a waiver of that right or any other right.

2.6 It is the responsibility of the Customer to familiarise themselves with these Terms. No claims will be accepted by the Company for any failure of the Customer in this regard.

2.7 The failure of any Clause or Sub-Clause of these Terms in law shall not invalidate the remaining Clauses or the provisions thereof which will continue to apply and remain enforceable to the maximum extent permitted by law.

2.8 Any Order is not a sale by sample. Any samples, drawings, photos, descriptive matter or advertising produced by the Company, its employees, agents or sub-contractors or any description or illustration contained in the Company's brochures or on its website are produced for the sole purpose of giving an approximate idea of any Products supplied by the Company. They shall not form part of the Terms or have any contractual force.

3. ESTIMATES

3.1 Estimates prepared by the Company are based on our interpretation of the drawings and/or written description provided by the Customer or the Customer's representative. It is the responsibility of the Customer to check the Estimate for accuracy and no claims will be accepted for any failure to check the documentation.

3.2 Estimates will include a lead-time for manufacture which is, as far as we can determine from the information available to us at the time, an accurate indication of how long we expect your order to take for delivery. The Company shall use all reasonable endeavours to supply the Products within the estimated lead-time but from time to time circumstances outside our control may delay completion.

3.3 The submission of an Estimate by the Company shall not to be construed as a recommendation that the prevailing Site conditions are suitable for the fitting of any product offered by the Company. Responsibility for assessing Site suitability rests absolutely with the Customer and no claims will be accepted for any failure to undertake this assessment.

3.4 All Estimates are issued on the basis that dimensional details will be provided by the customer in writing and are subject to normal dimensional tolerances.

3.5 All shapes notches drilling and cut-outs are offered subject to feasibility at time of manufacture.



3.6 All Estimates are subject to these Terms and shall not constitute an offer, and is only valid for a period of 30 days only from the date thereon, unless withdrawn by written notification from the Company.

4. ORDERS

4.1 Orders constitute an offer by the Customer to purchase the Goods and/or Services. Orders are to be made in writing, are to be on official letterhead or purchase order and must clearly display the Estimate number to which the Order relates and also include full details of the Customer.

4.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order.

4.3 Correspondence regarding particular Orders will only be sent to the Customer or their nominated representative.

4.4 As soon as possible after receipt of an Order by the Company an Order acknowledgement will be sent to the Customer.

4.5 Verbal Orders or verbal variations to Orders will not be accepted under any circumstances.

4.6 Changes to any Order must be confirmed by the Customer in writing. Manufacture will not commence until any alterations including any revised costings have been formally accepted by the Customer and any additional deposit or proforma payment has been made.

4.7 The placing of an Order will be deemed to be an acceptance of these Terms and any other terms contained within the applicable Estimate.

5. CUSTOMER'S OBLIGATIONS

5.1 To enable the Company to perform its obligations under these Terms the Customer shall:

5.1.1 fully cooperate with the Company;

5.1.2 in a timely fashion provide the Company with any information requested or reasonably required by the Company;

5.1.3 obtain all necessary permissions and consents which may be required before the delivery of the Goods or commencement of the Services; and

5.1.4 comply with such other requirements as may be set out in the quotation, these Terms or otherwise agreed between the parties.

5.2 The Customer shall be liable to compensate the Company for any expenses incurred by the Company as a result of the Customer's failure to comply with any aspect of Clause 5.1.



5.3 Without prejudice to any other rights to which the Company may be entitled, in the event that the Customer terminates or cancels the Products and Services detailed in the Estimate and agreed to in the Order, otherwise that in accordance with these Terms, the Customer shall be required to pay to the Company as agreed damages the amounts as detailed in Clause 13 and the Customer agrees this is a genuine pre-estimate of the Company's losses in any such case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 5.1 shall be deemed to be a cancellation of the Products and Services and subject to the payment of the damages as set out in this Clause.

5.4 In the event that the Customer or any third party, not being a sub-contractor of the Company, shall omit or commit any act or thing which prevents or delays the Company from undertaking, complying with or completing any of its obligations under the Terms, then the Company shall notify the Customer as soon as possible and:

5.4.1 the Company shall have no liability in respect of any delay to the completion of any project;

5.4.2 if applicable, the timeframe for the project will be modified accordingly;

5.4.3 the Company shall notify the Customer at the same time if it intends to make any claim for additional costs.

6. ALTERATIONS TO THE SPECIFICATIONS

6.1 The parties may at any time mutually agree upon a revised Specification for any proposed Product(s) and/or Services. Any alteration in the scope of Product(s) and/or Services to be provided under the Terms shall be set out in a revised Estimate or other contract document which shall reflect the changed Product(s) and/or Services, the price change and any alteration to the delivery date.

6.2 The Customer may at any time request alterations to any Specification by notice in writing to the Company. On receipt of the request for alterations the Company shall, as soon as possible but within a maximum of five (5) working days advise the Customer by notice in writing of the effect of such alterations, if any, on the price and delivery date.

6.3 Where the Company gives written notice to the Customer agreeing to perform any alterations to the Specification, the Customer shall, as soon as possible but within a maximum of five (5) working days of receipt of such notice, advise the Company by notice in writing whether or not it wishes the alterations to proceed.

6.4 Any such agreed changes, including to price and delivery date, will be performed by the Company under these Terms and paid by the Customer as if part of the original agreement.

7. MANUFACTURE

7.1 The normal lead-time for manufacture of the Product(s) is set out in the Estimate offered by the Company but the Company will not guarantee a delivery date for any Product(s).



7.2 It is the responsibility of the Customer to consider our stated lead-times and to plan their works programme and schedule accordingly. The Company will not be held responsible for delays to or problems of scheduling where the lead-time falls outside your completion date or where the time you have allowed for the project has not considered our lead-time. In our experience 'rush jobs' are more prone to error and generally take longer.

7.3 No manufacture will commence until all paperwork and details have been finalised

8. DELIVERY

8.1 When all Product(s) which are the subject of an Order have been manufactured or received the Company will contact the Customer or the Customer's representative to arrange delivery supply-only Orders. Split deliveries are not normally possible to avoid loss or damage to individual items or components left on Site. The Company may at its sole discretion decide to undertake part deliveries under certain circumstances.

8.2 All deliveries for supply-only Orders are chargeable at the rate shown in your Estimate.

8.3 Specific delivery times are not available although we will generally indicate AM or PM to assist your planning. Many factors outside our control affect delivery times and we cannot guarantee to meet our scheduling although we can arrange for our drivers or installers to contact you when in close proximity for you to make arrangements for access. The Company does not accept liability for any costs or damages including direct indirect or consequential losses arising out of late delivery of any Product(s) whether such delivery is by our own transport or a third party delivery.

8.4 Deliveries will be made to the address indicated as the delivery address notified on your Order and unless agreed otherwise will be based upon Monday-Friday 8:30 to 18.00 hours. Late changes to the delivery address may affect the pre-arranged delivery date and can incur additional costs. Offloading and distribution is the responsibility of the customer as is the disposal of the packing materials.

8.5 The Customer must give the Company at least two (2) days notice (our transport) or five (5) days notice (third party delivery) if a pre-arranged delivery date needs to be changed. Failure to meet this provision will result in an additional delivery charge which must be paid before a further delivery date can be arranged.

8.6 Where Product(s) are available for delivery and the Customer wishes to delay delivery by more than five (5) working days we will store the goods at your risk. The balance of the charge then becomes due and payable. The Company will undertake to store deliverable Product(s) for up to one (1) calendar month from the original delivery date and reserves the right to charge storage fees at a daily rate dependant on the size and value of the stored Product(s). Any such storage charge must be paid before the Product(s) can then be released from our warehouse for delivery.

8.7 It is the responsibility of the Customer to provide adequate handling time plus easy and close access and safe secure storage space on Site for the Product(s). For supply-only Orders



a delivery note will be sent which must be signed by an authorised signatory to confirm safe receipt of the Product(s). If no authorised signatory is available the Product(s) will be returned to the Company's warehouse and a further delivery must be arranged which will incur an additional delivery charge.

8.8 Delivery of the Product(s) shall be completed on the Product(s) arrival at the delivery location stipulated in the Order. All risk in the Product(s) shall pass to the Customer upon delivery.

8.9 The Product(s) must be inspected on delivery and any damages and/or shortages identified to the driver and detailed on the delivery note. No shortage, faulty or damaged goods claims will be recognised unless identified to the driver at time of delivery. 'Not checked' on the delivery note is not acceptable in the event of a subsequent claim.

8.10. Where the Product(s) are delivered by third party couriers then the parties are bound by the terms of these parties and any claims for damage must be notified to the Company within 48 hours of receiving the goods. Claims outside this period will not be considered.

9. CANCELLATION

9.1 All the Product(s) supplied by the Company are bespoke. Once an Order is placed and accepted by the Company there is 'No Right to Cancel'.

9.2 If the Customer wishes to cancel an Order prior to manufacture of the Product(s), cancellation of an Order will result in the Customer forfeiting an amount representing 10% of the Order value with such amount being deducted from any deposit paid by the Customer, less any Installation charge or transport costs.

9.3 If the Customer wishes to cancel an Order once manufacture has commenced on the Product(s) (but has not been completed), cancellation of an Order will result in the Customer forfeiting any deposit paid by the Customer, less any Installation charge or transport costs.

9.4 If the Customer wishes to cancel an Order once manufacture of the Product(s) has been completed, cancellation of an Order will result in the Customer forfeiting any deposit paid and the Customer will be required to make payment in full of the balance of the Order value, less any Installation charge or transport costs.

9.5 The Company may cancel for any reason an Order at any time before all the Products, and materials subject to that Order, have been manufactured and/or received by the Company. On cancellation of any Order by the Company, any deposit payment received from the Customer will be refunded to the Customer and these Terms and the Order shall be at an end.

10. PAYMENTS and PAYMENT TERMS

10.1 Payment terms are as detailed in the Estimate: Settlement of proforma or deposit invoices is required prior to undertaking manufacture. The Customer agrees to accept and pay interim invoices /applications as work proceeds as stipulated by the Company. Balance



invoices are due for payment upon application, unless expressly agreed otherwise in writing by a Director of the Company prior to delivery.

10.2 In the event of any supply by the Company of Product(s) and Services for which staged or periodic payment terms have been agreed, the Company reserves the right to halt or delay supply without penalty in the event that any such staged or periodic payments become overdue.

10.3 Time for payment shall be of the essence.

10.4 Part payments will not invalidate any Clause of these Terms or any rights conferred on the Company thereby.

10.5 All amounts payable by the Customer are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Terms to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT at the same time as payment is due for supply of the Product(s) or Services.

10.6 If the Customer fails to make any payment due to the Company by the due date for payment, the Company shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the current Barclays Bank plc base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

10.7 The Customer shall pay all amounts due under the Terms in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

11. TITLE and RISK

11.1 Notwithstanding the earlier passing of risk under clause 8, title in the products remains vested in the Company and shall not pass to the Customer until the Company has received payment in full of all amounts due, including any applicable interest and costs. Until the passing of title, the Customer shall hold any Product(s) received as bailee for the Company.

11.2 The Company may at any time before title passes to the Customer the Customer becomes subject to any of the events listed in sub-clauses 13.3 to 13.5, then, enter the Customer's premises to repossess dismantle use or sell any or all of the Product(s) and by doing so thereby terminate the Customer's right to hold use sell or in any other way deal in the Product(s). For this purpose or for determining what Product(s) if any are held by the Customer or to inspect any such Product(s), an officer or authorised representative of the Company may enter any premises of or occupied by the Customer without penalty.

11.3 Unless stated elsewhere to the contrary, risk in any Product(s) passes to the Customer on Installation, Delivery or collection from the Company's premises as the case may be.

12. LIMITATION OF LIABILITY



12.1 The Company shall have no liability for any of the following:

12.1.1 Product defects resulting from fair wear and tear, neglect, accident, improper use or use contrary to any instructions or advice provided by the Company.

12.1.2 Any Product(s) not installed by the Company.

12.1.3 Product(s) that have been adjusted, modified or repaired in any way other than by the Company's own installers.

12.1.4 Suitability of the Product(s) for any particular use or conditions, whether or not any such use or conditions were known to the Company.

12.1.5 Substitution by the Customer of any items, materials or components not forming part of the Product Specification produced by the Company.

12.1.6 Substitution of any Product(s) or parts thereof provided always that any such substituted materials or components do not materially affect the characteristics or performance of the Product(s) and that any such substitution is of equal or higher quality to those originally specified.

12.1.7 The accuracy of any dimensions supplied to the Company by the Customer.

12.2 The Company is not liable for a defect or any claim in relation to the Products and/or failure in performance of the Services unless it is notified to the Company within:

12.2.1 10 days of the date of delivery of the Products or performance of the Services; or

12.2.2 if the defect or failure would not be apparent on reasonable inspection, within twelve months of the date of delivery of the Products or performance of the Services.

12.3 In no event shall the Company be liable to the Customer for any direct indirect or consequential loss or damage whatsoever arising from any negligence or breach of any statutory or other duty or resulting from or in connection with the performance alleged performance or failure to perform by any of the Company's employees, agents or sub-contractors under these Terms except where expressly stated to the contrary.

12.4 Nothing in these Terms shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

13. TERMINATION

Either party may terminate any agreement under these Terms forthwith by notice in writing to the other if:

13.1 the other party commits a material breach of the Terms and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so;



13.2 the other party commits a material breach of the Terms which cannot be remedied under any circumstances;

13.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

13.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14. CONSEQUENCES OF TERMINATION

On termination of the Terms for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices, and interest in respect of the Products and/or Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

15. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lockouts, accidents, war, fire, an act or omission of government, highway water or drainage authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production or supply by third parties of equipment or services and that party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 EXTRANEOUS CIRCUMSTANCES

Further to clause 15, the Customer confirms that the Company shall not be liable for any failure or delay in performing its obligations under these Terms where the Company has experienced difficulties with its suppliers for reasons including, but not limited to, adverse weather conditions in the country of the Company's supplier, political or economic conditions in any country involved in the supply or transportation of any materials to the Company, or the insolvency of any of the Company's suppliers.

17. INDEPENDENT CONTRACTORS

The Company and the Customer are contractors independent of each other and neither has the authority to bind the other to any third party or to act in any way as the representative of the other, unless expressly agreed in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the Products and/or Services



being provided to the Customer and such engagement shall not relieve the Company of its obligations under these Terms or any other terms from the applicable quotation.

18. ASSIGNMENT

18.1 The Customer is not entitled to assign its rights or obligations or delegate its duties under these Terms without the prior written consent of the Company.

18.2 The Company may in its absolute discretion assign all or part of any invoice(s) to a third party, to whom payment must then be made by the Customer.

19. NOTICES

Any notice to be given by either party to the other may be served by email, fax, post or personal service to the address of the other party given in the Estimate or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary be proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error-free transmission report, if given by letter shall be deemed to have been served at the time the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of the post.

20. NO THIRD PARTIES

Nothing in these Terms is intended to, nor shall it confer any rights on a third party.

21. GOVERNING LAW

These Terms are governed exclusively by the laws of England and Wales. In the event of any dispute all parties agree to the sole jurisdiction of the English courts.