

ABSOLUTE FURNITURE SPRAYING: TERMS AND CONDITIONS

Unless otherwise specifically authorised in writing by a director of the Company, the supply of all goods and services is subject to our **Terms and Conditions of Sale** - below.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day:

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date:

has the meaning set out in clause 2.2. Company: ABSOLUTE FURNITURE SPRAYING Limited registered in England and Wales with company number 06995494.

Company Materials:

has the meaning set out in clause 9.1 (j). Conditions: these terms and conditions as amended from time to time in accordance with clause 16.7.

Contract:

the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer:

the person or firm who purchases the Goods and/or Services from the Company.

Factory:

Unit 5 Maxted Park, Maxted Road, Hemel Hempstead HP2 7EP or such named premises of the Company as may be notified by the Company to the Customer

Force Majeure Event:

has the meaning given to it in clause 15. Goods: the goods (or any part of them) set out in the Order. Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

Intellectual Property Rights:

patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Nominated Subcontractor:

any subcontractor which has carried out any of the Services under the Contract at the specific request of the Customer.

Order:

the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Company's quotation.

Services:

the services, supplied by the Supplier to the Customer as set out in the Service Specification below.

Service Specification:

the description or specification for the Services provided in writing by the Supplier to the Customer.

1.2 In these Conditions, the following rules apply:

- a. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b. a reference to a party includes its personal representatives, successors or permitted assigns;
- c. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e. a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues, brochures or on the Website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in the Company's catalogue as modified by any applicable Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1 The Company shall ensure that:

- a. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- b. if the Company requires the Customer to return any packaging material to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Company shall reasonably request. Returns of packaging materials shall be at the Company's expense.

4.2 The Customer will specify in the Order whether it requires:

- a. the Goods to be delivered to Site (Site Deliveries); or
- b. the Goods to be made available for collection from the Factory (or such other location as may be advised by the Company prior to collection) (Collections).

4.3 In the case of Site Deliveries, the Company may deliver the Goods at any time after the Company notifies the Customer that the Goods are ready, and delivery of the Goods shall be completed on the completion of unloading of the Goods from the Company's delivery vehicle at the Site.

4.4 In the case of Collections, the Customer shall collect the Goods within five Business Days of the Company notifying the Customer that the Goods are ready, and the delivery of the Goods shall be completed on the loading of the Goods onto the Customer's (or an agent of the Customer's) delivery vehicle at the Factory (or such other location as may be advised by the Company prior to collection).

4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any failure or delay in delivery of the Goods that is caused by:

- a. a Force Majeure Event;
- b. any unforeseen event which is not the fault of the Company;
- c. the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; or
- d. a change in the Customer's instructions.

4.6 If the Customer fails to accept or take delivery of the Goods within 10 Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:

- a. delivery of the Goods shall be deemed to have been completed at 9.00 am on the eleventh Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- b. the Company may store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 The Company may deliver the Goods by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. ACCEPTANCE

5.1 Immediately following delivery, the Customer will inspect the Goods and may reject any that do not comply with clause 6.1, provided that the notice of rejection is given to the Company as soon as reasonably practicable after the Goods are inspected and in any event within 2 Business Days of delivery.

5.2 If the Customer fails to give notice of rejection in accordance with clause 5.1, it shall be deemed to have accepted the Goods.

6. QUALITY OF GOODS

6.1 The Company warrants that on delivery, the Goods shall:

- a. subject to clause 6.2, conform in all material respects with their Absolute Furniture Spraying Limited description and any applicable Goods Specification;
- b. be free from material defects in design, material and workmanship;
- c. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d. be fit for any intended purpose made known by the Customer to the Company.

6.2 The Customer acknowledges that during the manufacturing process colour, dye lot and stain variations often occur and that the Company does not guarantee the Goods will be exactly the same shade as any samples provided to the Customer prior to production.

6.3 Subject to clause 6.4, if:

- a. the Customer gives notice in writing (during the applicable warranty period) that some or all of the Goods do not comply with the warranties set out in clause 6.1 and
- b. the Company is given a reasonable opportunity of examining such Goods; and
- c. the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.4 The Company shall not be liable for the Goods' failure to comply with the warranties in clause 6.1 if:

- a. the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice; or
- b. the defect arises as a result of the Company following any drawing, design or Goods Specification supplied by the Customer; or
- c. the Customer alters or repairs such Goods without the written consent of the Company; or
- d. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal operating conditions; or
- e. the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.5 Except as provided in this clause 6, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranties set out in clause 6.1

6.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company under clause 6.3.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on delivery.

7.2 Title to the Goods shall not pass to the Customer until

- a. the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- d. notify the Company immediately if it becomes subject to any of the events listed in clause 14.1 (b) to clause 14.1 (m); and
- e. give the Company such information relating to the Goods as the Company may require from time to time.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1 (b) to clause 14.1 (m), then, without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. SUPPLY OF SERVICES

8.1 The Company shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

8.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

8.4 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

- a. ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
- b. ensure a representative with the required authority is available to inspect the Goods immediately upon delivery and that such representative is instructed either to accept the Goods or issue a notice of rejection;

10. CHARGES AND PAYMENT

10.1 The price for the Goods and/or Services shall be the price set out in the Order. The price of the Goods and/or Services is exclusive of all costs and charges of packaging, insurance, transport which shall be paid by the Customer when it pays for the Goods and/or Services.

10.2 In the Company's quotation the Company may require a percentage of the price for the Goods and/or Services to be paid as a non-refundable deposit .

10.3 If the Company requires a deposit to be paid, the Customer shall pay the non-refundable deposit in full and cleared funds within the time stated on the Company's written acceptance of the Order.

10.4 The Company reserves the right to increase the price of the Goods and/or Service and Other Costs by giving notice to the Customer at any time, to reflect any increase in the cost of the Goods and/or Services and Other Costs to the Company that is due to:

- a. any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- c. any postponed, failed or delayed Site Deliveries or
- d. any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate, timely or accurate information or instructions in respect of the Goods.

10.5 In respect of Goods and/or Services and Other Costs, subject to clauses 10.2 and 10.3. The Company shall invoice the Customer on or at any time after delivery.

10.6 The Customer shall pay each invoice submitted by the Company:

- a. within the agreed period as set out in the Company's written acceptance of the Order; and
- b. in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

10.7 All amounts payable by the Customer under the Contract (including any deposit) are non-refundable and exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company 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 as are chargeable on the supply of the

Services or Goods at the same time as Absolute Furniture Spraying Limited payment is due for the supply of the Services or Goods.

10.8 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the current rate under the Late Payment of Commercial of Commercial Debts (Interest) Act 1999. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

10.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. 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. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the manufacture of the Goods and/or supply of the Services shall be owned by the Company.

11.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer.

11.3 All Company Materials are the exclusive property of the Company.

12. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.

13. LIMITATION OF LIABILITY:

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- d. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- e. defective products under the Consumer Protection Act 1987 (if applicable).

13.2 Subject to clause 13.1:

- a. the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of regulatory or statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- b. the Company shall under no circumstances whatever be liable to the Customer for any act or omission of a Nominated Subcontractor; and
- c. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the total price of the Good and/or Services which are the subject of the relevant Order.

13.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.4 This clause 13 shall survive termination of the Contract.

14. TERMINATION

14.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- b. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of

- that other party with one or more other companies or the solvent reconstruction of that other party;
- d. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - e. the other party (being an individual) is the subject of a bankruptcy petition or order;
 - f. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - g. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - h. the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - i. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - j. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1 (b) to clause 14.1 (i) (inclusive);
 - k. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - l. the other party's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - m. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further delivery of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1 (b) to clause 14.1 (m), or the Company reasonably believes that the Customer is about to become subject to any of them.

14.4 On termination of the Contract for any reason:

- a. the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods 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;

- b. the Customer shall return all of the Company Materials which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- c. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- d. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. FORCE MAJEURE

15.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

16. GENERAL

16.1 Assignment and other dealings

- a. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- b. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 Notices

- a. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail. Absolute Furniture Spraying Limited. Registered Office: Unit 5 Maxted Park, Hemel Hempstead, HP2 7EP. Registered Company No:

- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.
- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

16.3 Severance

- a. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- b. If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4 Waiver A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 No Partnership or Agency Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 Third Parties - A person who is not a party to the Contract shall not have any rights to enforce its terms.

16.7 Variation - Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.

16.8 Governing Law - This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.9 Jurisdiction - Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Absolute Furniture Spraying Limited. Registered Office: Unit 5 Maxted Park, Hemel Hempstead, HP2 7EP
Registered Company No:

PRIVACY POLICY

The wording in this policy reflects the requirements of the General Data Protection Regulation (GDPR) 2018.

Introduction

Absolute Furniture Spraying is committed to being transparent about how it collects and uses data that you provide and in meeting its data protection obligations. Please read this privacy policy carefully so that you can see why and how we collect data from you and how it will be used by us.

For the purposes of the Data Protection Act 1998, and GDPR, Absolute Furniture Spraying is the "data controller". Our registered company address is: Unit 5 Maxted Park, Hemel Hempstead, HP2 7EP United Kingdom. If you have any questions regarding this privacy policy or the personal information we have about you, please contact:

Email:

Address: Absolute Furniture Spraying, Unit 5 Maxted Park, Hemel Hempstead, HP2 7EP, United Kingdom

What information does the Company collect?

You may provide us with your:

name, address, delivery address; or when corresponding with us by phone or email; your purchase history of Absolute Furniture Spraying

Where is your personal information stored?

We keep the personal information we collect about you in secure environments. Your personal information is protected from unauthorised access, disclosure, use, alteration or destruction by any organisation or individuals.

Why does the organisation process personal data?

Absolute Furniture Spraying takes your privacy seriously and will only use your information for the following purposes; to manage your account and to provide the products and services you have requested from us.

In most cases, the information the Company processes about you is required to deal with your request or purchase or is necessary for the exercise of the Company's

legitimate business interests and needs, in which case special care is taken to safeguard your rights and to ensure any such use is commensurate.

Who has access to data?

The data will be communicated, exclusively for the abovementioned objective, to certain subjects including trusted third-parties, in order to fulfil the above obligations. Other subjects may have access to the information in the capacity of Data Controllers or Data Processors. In no case will the processed personal data be the object of circulation.

How does the organisation protect data?

Absolute Furniture Spraying takes the security of your data seriously. The organisation has internal controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where your data is stored electronically, it is kept secure on an encrypted server. Should any paper copies be made they will be kept in a secure location and shared only with those involved in the recruitment process. When your data is no-longer needed, both electronic and soft copies, will be securely deleted.

Where we engage third parties to process personal data on our behalf, we do so on the basis of written instructions, who, under a duty of confidentiality, are obliged to implement appropriate technical and organisational measures to ensure the security of data.

For how long does the organisation keep data?

Absolute Furniture Spraying is committed to fulfilling our obligations to you as a valued customer and believe that deleting your data earlier than necessary will have a negative impact on both you and us as a business.

We will, therefore, hold your data for a period of 7 years in order for us to fulfil our obligations in regards to the products and services you have requested from us.

Need to update your records?

If you find that the personal information we have about you is inaccurate or needs updating (for instance, you may have changed your name, address etc.) then please contact us so that we can correct it. Absolute Furniture Spraying is under a legal obligation to ensure that all the information we have about our customers is factually correct and kept up to date.

To do this, please write to us at: Absolute Furniture Spraying, Unit 5 Maxted Park, Hemel Hempstead, HP2 7EP

Access to your information

If you want to know what information Absolute Furniture Spraying holds about you, we will provide you with that information free of charge within 1 month of receiving your request. To obtain this information, please write or e-mail us on: Absolute Furniture Spraying Limited, Unit 5 Maxted Park, Hemel Hempstead, HP2 7EP United Kingdom

No longer wish to hold your data?

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