



TERMS AND CONDITIONS

1. APPLICABILITY

These terms and conditions form part of all contracts except where they are superseded by express terms of any single confirmed order.

2. TERMS AND THEIR USE

In these terms and conditions "Seller" means 3D Art Factory Ltd and its employees, address: 1-11 Willow Lane, Unit 17 Willow Lane Business Park, CR4 4NA Mitcham, London, United Kingdom, VAT: GB181223532, registered in England and Wales, company number: 8848206. "Buyer" means any customer ordering from the Seller. "Products" means all services and products manufactured or sold or supplied by the Seller. "Writing" means any form of written communication and includes emails as a valid form of communication.

3. OFFER ACCEPTANCE

Any price quotations supplied by the Seller to the Buyer must be accepted in writing or email by the Buyer within 14 days from the date of the quotation or such other period as may be stated in the quotation. Quotations stand as is and any changes need to be confirmed in Writing.

4. PAYMENT AND ORDER CONFIRMATION

An order stands as confirmed once the Buyer has paid for the Products in full. All prices are in Pounds Sterling and payment has to be done in Pounds Sterling.

5. CANCELLATION

The Buyer isn't entitled to cancel the confirmed order of ,Make to order, and ,Bespoke, products, except by mutual written agreement. The Buyer isn't due a refund but instead will have their payment carried forward to their next order unless otherwise agreed. If the Seller has to make a back order, the Buyer will be offered a cancellation option in Writing should the delay extend over the delivery deadline.

6. CONSUMERS

Buyers that are consumers have the right to cancel a confirmed order within 14 calendar days after confirming the order.

7. PRICES

Prices are as stated on the ,current price list, or ,Quotation, unless otherwise quoted and agreed. The Seller reserves the right to change them at any time. Should a price be displayed or quoted in error, the Buyer is offered a cancellation with full refund.

8. FORCE MAJEURE

If the Seller is unable to make delivery of any Products due to Force Majeure, the Buyer is entitled to a refund for articles not delivered and not replaced with agreed alternative Products.

9. SHIPPING

Shipping and handling charges of the Seller for the UK mainland, the Highlands, Islands and Northern Ireland and are described in a quote. A breakdown of costs is available on request. Shipping is calculated at cost. For all other destinations, shipping costs are as stated in price quotes issued by the Seller.

10. DELIVERY DEADLINES AND RE-DELIVERY CHARGE

Deliveries of stock items purchased are made within 2 days but can be extended up to 10 working days after order confirmation, i.e. receiving payment in full from the Buyer. Working days are Monday through Friday except for English bank holidays. Clients are forced to confirm availability for receiving the goods on a fixed day from 8am till 6pm. Missing delivery is subject to a re-delivery charge of incurrent cost of the delivery and Buyer must pay in full the re-delivery charge before planned re-delivery. Delivery times on non-stock items are as advised in the pertinent quote of the Seller. Delivery dates and times are for information only and do not constitute a case for late delivery on their own. All „Bespoke,, and „Made to order,, Products are considered non-stock items and published delivery times don't apply; applicable delivery times are given on request by the Seller.

11. NON-DELIVERY

Claims for non-delivery of Products must be made within three days of the elapsed delivery deadline.

12. ACCEPTING DELIVERY

The Seller organizes shipping and unloading at the street level, at gate or door only. The Buyer is responsible to organize manpower for moving materials to the point of use and utilize a pallet and packaging, except where otherwise stated in a quote by the Seller. In any case of receiving damaged or incomplete delivery, The Buyer must check the parcel before signing courier paper work and clearly write „Damaged,, or „Incomplete,, on the Delivery note.

13. FAILURE TO ACCEPT DELIVERY

If the Buyer fails to accept delivery of the Products or any part thereof and the products are therefore returned to the Seller, the Seller is entitled to suspend that delivery and any or all other outstanding deliveries still to be made until the Buyer has paid for the return delivery to the seller and the delivery cost of a new delivery.

14. CLAIMS

Claims for damage to and shortage of Products must be made in Writing within 14 days of receipt of the delivery. To make a valid claim for consideration by the Seller, the Buyer has to mark the courier's papers with 'damaged' and/or 'missing' and/or 'incorrect products' before signing. Damage to packaging is considered a cause to mark the courier's papers as 'damaged'.

15. LIABILITY

All descriptive advertising and other material issued by the Seller is based on the Seller's experience and is believed to be reliable but no responsibility is accepted from errors or for infringements of trademarks or copyrights.

16. LIMITATION OF LIABILITY

Liability of the seller is at all times limited to the full refund of money received.

17. GUARANTEE

All Products sold carry a warranty in keeping within the applicable law. Unless otherwise stated on the final invoice, all Products have a maximum warranty of 2 years if the defect is not the fault of the Buyer. The same proviso applies to all longer warranties. Where a longer warranty is granted for connected Products to be used together (e.g. panels with special glue), the extended warranty applies only for as long as only the connected Products are used in installation. All warranties are granted in so far as installation instructions given by the Seller are followed by the Buyer; failure to do so by the Buyer will void all warranties. All extended warranties have to be granted by the Seller in writing.

18. LIMITATION OF GUARANTEE

All Products are sold to be used for indoor[s] installation and must be installed with supplied fitting instructions from the Seller. If Products are used for outdoor[s] installation, any warranty becomes null and void. Some Products can be used externally if the circumstances are right; a warranty extension would have to be applied for with the Seller.

19. TREATMENT OF PRODUCTS AFTER DELIVERY

The Seller shall not in any way be liable for any events after delivery incurred through treatment or storage of the Products.

20. RETURNS

Acceptance of returns is solely at the discretion of the Seller. Returns can be applied for all purchases of stock product only with the Seller within 14 days of delivery. If the Seller agrees to the return, the Buyer is responsible for the return delivery of Products. Products will only be accepted as returned if they are returned complete, undamaged, and in undamaged original packaging. Products „Made to order,, , „Customized,, and „Bespoke,, can't be returned. Buyer pays for return delivery and goods must be returned in good condition and original packaging to the Seller's address.

21. REPLACEMENTS

Replacement of damaged or incorrect Products can only occur after they have been returned to the Seller for verification. Delivery deadlines for replacements start with acceptance of the returned Products by the Seller.

22. PRODUCTS

If for any reason beyond the Seller's control the Seller is unable to obtain all or any Products which form part of the confirmed order, the Seller shall not be liable for any damage and/or loss incurred through non-delivery other than to refund the payment for the Products not delivered.

23. APPEARANCE OF PRODUCTS

The Seller doesn't guarantee the appearance of Products including their colours and textures to be identical to publications in print or in and by electronic media. All gypsum panels come in white even if pictures are shown in other colours.

24. RISKS

Products are at the risk of the Buyer from the time of delivery to the Buyer or its agent or to a carrier of the Buyer's choice or to a third party address supplied by the Buyer.

25. PATENTS

The Buyer is responsible for any claim for infringement of Patents by third parties arising from the use by the Buyer of the Products supplied by the Seller. The Seller gives no warranty as to any copyrights or patents and can't be held responsible for them.

26. APPLICABLE LAW

Applicable are the Laws of England including English private international law. Should any part of these terms and conditions be understood to contradict existing laws or laws that came into force after publication of these terms and conditions, then they should be replaced with interpretations thereof under existing law to represent the initial will and intent of the invalid term or condition. Invalidity of any part of these terms and conditions does not infringe on the validity of the rest of these terms and conditions.

27. LIABLE TO LOSS

Seller is not liable to the Buyer and third parties for any loss or damage; loss of time, profits, sales, business, revenue, business interruption, anticipated savings, business opportunity, additional charges, goodwill or reputation or any indirect or consequential loss or damage.

28. TITLES

The titles to these terms and conditions are provided for convenience only and have no effect on the interpretation of these terms and conditions except in clarification.