



# Terms and Conditions

**Altfield Ltd is committed to ensuring that your personal information collected or provided is secure and protected.**

**In this policy, “we”, “us” and “our” refer to Altfield Ltd**

**The Altfield Group of Companies: Altfield Limited is a part of the Altfield group of companies with offices associates and distributors in the United Kingdom, China, and Hong Kong. Altfield Limited are the distributors to all of Europe, the Middle East and the east coast of North America. Catalogues may bear the name of one or all the group companies. Orders will be handled by the group company most convenient to supply the goods in a swift and economical manner.**

A larger version of our Terms & Conditions is available upon request.

GDPR 2016: The Company is required to inform you that they may record your personal details electronically for the purposes of efficient processing of sales orders and sales quotations. Consent will be requested to receive their mailing lists and any other relevant promotional information. You can unsubscribe at any time at <http://bit.ly/AltfieldUnsubscribe>. Your personal details will never be sold to any third party. You can request Subject to Access at any time by contacting Showroom@altfield.com. Please request our GDPR Policy Document for full information regarding your rights to personal details and how they are held and used.

## 1. General Terms and Conditions of Trade:

i) Any contract entered into with Altfield Limited (“the Company”) shall only be on these terms and conditions which overrides all previous terms which may be contained in any document already issued by the Company relating to the sale of its goods. By placing an order with the Company, you accept these terms and conditions. Only a Company Director has the authority to amend any of these terms.

ii) Prices are quoted in UK Pound Sterling (GBP), Euros (EU) or American Dollars (USD) exclusive of VAT and are shown per item unless otherwise indicated. Quotations are offered with Errors and Omissions Excluded. Prices in writing are valid for 10 working days.

iii) **Force Majeure.** Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is due to Force Majeure. For the purposes of this Agreement, Force Majeure is defined as causes beyond the control of the Party caused by or results from including, but not limited to, fires, floods, earthquakes, hurricanes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), terrorist acts, insurrections, riots, civil commotion, acts of God or acts, omissions, rebellion, accident, strike, inability to obtain raw materials, delay or errors by shipping companies or change in Law or delays in acting by any Governmental Authority (except to the extent such delay results from the breach by the non-performing Party or any of its Affiliates of any term or condition of this Agreement) or similar events beyond the reasonable control of the non-performing Party. The non-performing Party shall notify the other Party of such force majeure within thirty (30) days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any known action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use Commercially Reasonable Efforts to remedy its inability to perform. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

## 2. Accounts:

i) All trade accounts with Altfield Limited are on a Pro Forma basis. Altfield Limited will only grant credit accounts after checking with credit reference agencies, with supplied trade references, and after a minimum 6-year history of continuous trading. The granting of a credit account is not guaranteed. Credit limits will apply. Antiques will not be supplied on credit. VAT invoices are available upon request.

ii) All VAT invoices will be issued once the order has shipped.

iii) All credit accounts are due for payment 30 days after the date of the invoice (except antiques which should be paid for prior to delivery). In the event of failure to pay on the due date the Company shall be entitled to charge interest at the rate of 4% per annum above the Lloyds Bank Plc. base rate on the sums not paid calculated on a daily basis from the due date until the actual date of receipt of payment.

iv) The Company reserves the right to withdraw credit facilities for customers who do not settle their account in accordance with the Terms and Conditions of trade, section 2.i) and 2.iii) as above.

## 3. Orders:

i) All goods supplied remain the property of the Company until they have been paid for in full. Customers may sell the goods supplied but any proceeds received for the sale of the goods are specially held in trust for the Company and may not be offset against debts however arising nor for any other purpose than to pay the Company. Title in the goods supplied or proceeds arising from the disposal of the goods lies solely in the Company until the goods have been paid for in full.

ii) Payments can be made direct to our accounts:

For GBP; Lloyds TSB plc, 37 Market Place, Warminster, Wiltshire, BA12 9BD. (Account Name: Altfield Limited, Sort Code: 30-99-13, Account Number: 00715491)

For USD; Lloyds Bank Warminster UK. (Account Name: Altfield Limited, Account Number: 11867717, BIC: LOYDGB21294, IBAN: GB31 LOYD 3099 1311 8677 17)

For Euros; Lloyds Bank Warminster UK. (Account Name: Altfield Limited, Account Number: 86578652, BIC: LOYDGB21294, IBAN: GB05 LOYD 3099 1386 5786 52)

iii) Orders are accepted subject to stock being available unless made to order. Should stock not be available, the product in question will be placed on back order until new stock arrives or are manufactured unless the Company is specifically advised in writing to cancel the outstanding order. Orders which are custom/made to order or treated (Terms & Conditions Section 7.v) are noncancelable once payment has been received and production has commenced.

iv) A Cutting for Approval (CFA)/Stock Cutting may be requested by the customer or sent by the supplier due to a large dye lot variation from current stock. The CFA is representative of the current stock but may not represent the entirety of the product (such as leather hides). The customer can Approve, Reject or Waive the CFA. If a CFA has been requested or is required, neither Altfield nor the Supplier will release the order until Altfield receives approval or waiver of CFA from the customer. If the CFA is approved or waived the customer forfeits the right to return the product.

## 4. Shipping:

i) Packing and Carriage is charged on all domestic mainland United Kingdom non-furniture orders at a minimum rate of £17.50 excluding VAT for fabric and wallcovering and £35 excluding VAT for leather depending on the weight and number of boxes. If in the case that goods have been wrongly ordered or a customer has changed their mind once the goods have been delivered, we reserve the right to withhold the cost of delivery and collection from any refund that may be due.

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ii) Furniture delivery is charged at a minimum rate of £120.00 per shipment excluding VAT. Please phone for a quote as prices will vary dependent on the quantity and destination.

iii) All export shipments and those to offshore parts of the UK including those to Northern Ireland, the Channel Islands, the Scilly Isles, the Isle of Man, the Shetland Islands, the Orkneys, and other Scottish Islands will be sent at cost by courier service or as advised by the customer and charged at their tariff rate.

iv) All export shipment costs do not include customs, duties, taxes or clearance charges required by the official authorities in the destination country. It is the duty of the recipient to pay these charges. Should an item be refused/abandoned due to non-payment of these charges, Altfield will invoice the full charges of the returned item, including all duties, taxes and freight.

v) Failed deliveries: Goods dispatched to the correct address provided by the customer but not delivered due to the premises being closed or unattended will incur a failed delivery charge of a minimum of £35.00 excluding VAT or as the carrier shall charge the Company for each re-attempted delivery.

vi) Insurance: Altfield are not responsible for any damage incurred during transportation from their warehouse to the customer's designated destination. Customers are strongly advised to take out additional insurance to cover any costs.

### 5. Product Queries/Complaints:

i) Altfield supplies a variety of natural, bespoke and hand-made products. As with all natural and hand-made products there is an element of variation. Bespoke and hand-laid products are classed as specialty items where natural flaws can be inherent. Colour variations may also occur due to the natural materials used. These are influenced by nature itself and not considered a fault in or of the product. This applies to all wall coverings, textiles and leathers.

ii) Fabrics and wallcoverings from our American fabric & wallpaper suppliers are only supplied in yards therefore some overage may occur to meet the requested quantity in metres. Minimum order levels will apply. Leather is sold in whole hide increments only unless otherwise specified. As leather is a natural product, hides can have variations in colour, texture and size in accordance with the Terms and Conditions of trade, section 7.i)

iii) Altfield is not responsible for calculating the required amount of fabric, wallcovering or leather. We recommend speaking to your installer/upholsterer regarding amounts required as they will understand the needs of the project and space to advise required amounts and wastage.

iv) Altfield will not be responsible for misuse or incorrect installation of any product. Any product installed outside of its standard purpose is the responsibility of the purchaser and installer.

v) **NO CLAIMS** will be allowed for labour charges and/or consequential damages under any circumstances. Many of our products are handmade or entail hand finishing. Products requiring special finishing/colour matching are non-returnable. Whilst every effort is made to achieve delivery dates required, these cannot be guaranteed and no damages or claims will be entertained.

vi) Your wallpaper hanger, upholsterer, curtain maker **MUST** confirm that the correct colourway has been supplied for every item sent and any discrepancy is notified to the Company **BEFORE ANY** hanging, installation or cutting takes place.

vii) **Notice of any fault must be made within 10 working days from receipt of the goods otherwise the goods** will be deemed to be in accordance with the order. No complaint will be accepted after the wallpaper, leather or fabric has been treated, cut, upholstered or hung or otherwise installed. Where a fault in the product could not reasonably be recognised before starting work, no claim will be allowed for wallpaper hung more than 3 drops of wallcovering, 2 panel/drops of fabric or one hide of leather. **IF IN DOUBT**, stop work and contact Altfield (photos will be required before site visit can be arranged). Please refer to Terms & Conditions of trade, Section 5.v) and 5.viii).

viii) All complaints regarding products must be sent via email with photographs for our review. If a more detail review is required of the product, a site visit will be conducted within the Greater London area. For areas outside of London, we may arrange collection

of the product for review. However, if the product is found to be within tolerance or not faulty after a review, it is the responsibility of the purchaser to arrange collection of the product or additional shipping charges may apply if shipped by Altfield.

ix) Despite our best efforts, we cannot guarantee that products will colour match if additional stock is ordered at a later date for underorders, repair or refurbishment. It is generally recommended that you order a minimum 15% extra than required for use for repairs or to replace damaged areas, please discuss with your installer before proceeding.

### 6. Returns:

i) For wallpaper, leathers and fabrics delivered from stock there is a 35% restocking and handling charge. For other goods, such as lamps, furniture, mirrors, screens, pictures, shades and porcelain, which are standard stock, there is a 25% restocking charge. We must be advised within 10 working days of delivery that the goods are not required or have been ordered in error. Returned goods must be returned in original/ sale worthy condition and returned to our warehouse carriage paid. It is advisable insurance is taken out to protect you against damage in transit of the returned goods. There are no returns for custom/special order items or wallpapers, leathers and fabrics which are made to order.

ii) For handmade screens/reproduction furniture, production starts immediately on receipt payment of the order. Therefore, no modification of the order, nor cancellation of any order will be accepted after this time. Claims with respect to any alleged defect in the quality of our screens/furniture, except damage in transit, must be made in writing upon receipt of the item with pictorial evidence **within 10 working days** of the delivery date, where this defect could not have been detected immediately. If the furniture has been damaged in transit the customer has the responsibility to notify the carrier regarding the damage on receipt by signing the carriers ticket accordingly. We will not accept liability for damage in transit if this is not done. Signing the carriers ticket with 'unchecked' or 'uninspected' will not be accepted.

### 7. Special Notes:

i) **MOORE & GILES LEATHER ORDERS ARE ACCEPTED UNDER THE FOLLOWING CONDITIONS: THE FINAL ORDER QUANTITY MAY HAVE MAXIMUM OVERRUN OF 10%, THIS WILL BE AMENDED IN A BALANCE INVOICE.**

ii) Leather is a natural product; each animal's hide will have characteristics that distinguish real leather from its synthetic counterpart which are inherent to natural, uncorrected leather and is not considered damaged or faulty. Leather can show growth marks, healed scars, and areas of differing fibre density and texture and make each hide unique. No two hides nor two animals are alike, this is due to varying lifestyle of the animal. Dyes and finishes will penetrate to different degrees in different parts of the hide to give each natural & attractive colour variations.

iii) All hides are quality controlled by the supplier and by Altfield before leaving our UK warehouse to a tolerance dependent on range. When claiming a fault or defect, **ANY HIDES WHICH HAVE BEEN CUT INTO OR USED WILL NOT BE REPLACED OR REFUNDED.** While every attempt is made to achieve uniformity, this is not always possible.

In confirming this order customers agree to accept these natural variations in products where they occur. Refer to Section 3 (iv) regarding CFAs.

iv) Goods will be invoiced at the prices on the date of dispatch. Goods delivered against customers' orders cannot be replaced or exchanged either wholly or in part unless one of the following applies:

[a] Written notice of any claim for damages and or shortage must be given to the company within 10 working days of delivery and damaged goods are retained for inspection.

[b] If goods have been damaged in transit and the carriers ticket has been signed accordingly.

[c] In event of non-delivery the company has been notified within 10 working days of the receipt of the invoice for domestic United Kingdom shipments and 20 days for export shipments sent by air, 8 weeks by sea.

v) Treatment and certification. Altfield do not specialise in or offer guidance/advice on

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any additional treatments required for projects. This includes Fire Rating and Stain/Soil treatment. Altfield and our suppliers have not tested all of our items for FR and therefore products may need treatment to meet required fire standards. As many projects now require more stringent information, certification of tests or letters of treatment may be required to ensure compliance with current regulations. Clarification on type of certification is required from the Specifier, Project Manager or the person signing off the project at the point of order to prevent delays and additional cost to the project.

vi) Altfield will not be held responsible for issues with treatment of products or certification errors. We recommend to speak directly to the treatment house of your choice to discuss which treatment is best for the product being used.

vii) Altfield and its suppliers do not have certification for all of its products for FR certification from independent treatment houses unless accumulated from previous orders. It is the responsibility of the designer/purchaser to assess the needs of the project and request testing information when required (at additional costs).

### **8. On Line Price List.**

All the above terms and conditions apply to the online price list with the additional caveats.

i) All prices are subject to change at the point of order. Pricing is offered with Errors and Omissions Excluded.

ii) Online customers are liable for their own passwords. If an employee leaves their company, it is the customers responsibility to change the password to protect their pricing.

iii) Altfield will not take responsibility for any online prices used by a customers ex-employee unless informed by the customer in advance.

iv) Altfield make every effort to ensure that the information available is correct, however it is recommended that you confirm, at the time of ordering, all relevant information is as expected.