

THE COLLECTIVE AGENCY LONDON LTD

TERMS & CONDITIONS OF SUPPLY

These Terms apply to all sales by **The Collective Agency London Ltd** (company no. 09286740) whose registered office is at F2, Glassworks, Mill Bay, Folkestone, Kent, England CT20 1JG ("**Collective**", "**we**", "**us**") to the purchaser ("**Customer**", "**you**").

1. Definitions and Interpretation

1.1 In these Terms

- **Business Day:** a day other than Saturday, Sunday or public holiday in England and Wales.
- **Contract:** the contract between Collective and Customer for the supply of Goods, incorporating these Terms, the Order Confirmation and any agreed Specification.
- **Delivery Location:** the location set out in the Order Confirmation (or otherwise agreed in writing).
- **Goods:** the goods (including any bespoke or made-to-order items) described in the Order Confirmation.
- **Installer:** any third party appointed by the Customer and/or end customer to install, fit, assemble or otherwise work with the Goods at or after Delivery.
- **Order:** the Customer's order for Goods, whether via quotation acceptance, purchase order, email or other written instruction.
- **Order Confirmation:** the Collective's written acceptance of the Order (including email), which forms the Contract.
- **Specification:** any agreed drawings, measurements, finishes, quantities and other requirements confirmed in writing.

1.2 Reference to writing includes email.

2. Basis of contract / Entire agreement / Business-only sales

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, including any purchase order terms.

2.2 A quotation is an invitation to treat only and is valid for 30 days unless stated otherwise.

2.3 The Order is accepted only when we issue an Order Confirmation.

- 2.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Customer acknowledges it has not relied on any statement not set out in the Contract.
- 2.5 No Contract shall come into existence unless and until the Collective issues an Order Confirmation (including by email). Any quotation, proposal or other correspondence is not an acceptance of an Order. The Collective may withdraw or revise a quotation at any time before issuing the Order Confirmation.
- 2.6 Any deposit or payment taken before Order Confirmation is received on account only and does not constitute acceptance of the Order unless the Collective confirms otherwise in writing.

Business Customers only

- 2.7 The Collective sells and supplies Goods only to business customers. By placing an Order, the Customer confirms it is acting for purposes relating to its trade, business, craft or profession and not as a consumer.
- 2.8 If the Customer believes it is contracting as a consumer (i.e. an individual acting for purposes wholly or mainly outside its trade, business, craft or profession), it must notify the Collective immediately in writing before Order Confirmation. If the Customer fails to do so, the Collective may (acting reasonably) either:
- (a) decline to contract and cancel the Order; or
 - (b) offer to contract only on the Collective's separate consumer terms.
- 2.9 The Customer acknowledges that the pricing, lead times, limitation of liability and risk allocation in these Terms are agreed on the basis that the Contract is business-to-business.

3. Supply only/no installation

- 3.1 We supply Goods only. We do not undertake installation, fitting, assembly on site, building works, electrical works, plumbing works, fixings to walls/ceilings/floors or any on-site supervision of such works unless expressly agreed in writing.
- 3.2 Where the Customer and/or end customer appoints any Installer, the Customer is responsible for:
- (a) selecting and appointing a competent, reputable and appropriately insured Installer.
 - (b) ensuring the Installer follows all manufacturer instructions, drawings and safety requirements; and

- (c) verifying site conditions are suitable (including measurements, substrate, load-bearing capacity, services, access, and compliance with building/fire/safety regulations).

3.3 Subject to clause 11 (**Liability**), we shall have no liability for any acts, omissions, workmanship, delays, errors or failures of any Installer or other third party appointed by the Customer or end customer.

4. Specifications, measurements and Customer responsibilities

4.1 The Customer is responsible for the accuracy of all measurements, site information, access constraints and requirements provided to us, unless we have expressly agreed in writing to undertake a survey and to accept responsibility for the measurements stated in the Order Confirmation.

4.2 Any drawings, visuals or renders are indicative unless expressly stated to be final production drawings.

4.3 The Customer must ensure:

- (a) safe and suitable access for delivery (including parking, permits, lifts, door widths and stair access);
- (b) someone authorised is present to accept delivery and sign delivery notes; and
- (c) the Delivery Location is ready and secure for receipt and storage of Goods.

5. Price and payment

5.1 Prices are as stated in the quotation/Order Confirmation and are exclusive of VAT unless stated otherwise.

5.2 Unless otherwise agreed in writing via a partner agreement or similar, the Collective will require:

- (a) a deposit of 35-50% dependant on order value on Order Confirmation, the % required will be confirmed at this point; and
- (b) the balance payable prior to dispatch or within 30 days of invoice (as stated on the invoice).

5.3 Time for payment is of the essence.

5.4 If the Customer fails to pay on time, we may charge interest on the overdue amount at 8% per annum above the Bank of England base rate, accruing daily from the due date until payment is received, and recover reasonable costs of collection.

5.5 The Customer must pay all amounts due without set-off, counterclaim, deduction or withholding (except as required by law).

6. Lead times and delivery

6.1 Any delivery dates or lead times are estimates only, unless expressly agreed in writing as fixed.

6.2 We may deliver the Goods in instalments. Each instalment shall constitute a separate delivery and a separate cause of action.

6.3 If the Customer fails to accept delivery on the agreed date, we may:

- (a) charge reasonable storage and re-delivery costs; and/or
- (b) treat the failure as a material breach under clause 13.

7. Delivery, inspection, risk transfer and title

7.1 Delivery occurs when the Goods are unloaded at the Delivery Location (or made available for collection if agreed).

7.2 Risk in the Goods transfers to the Customer on Delivery (as defined in clause 7.1).

7.3 The Customer must inspect the Goods as soon as reasonably practicable after Delivery and in any event:

- (a) note any visible damage or shortage on the delivery documentation at the time of delivery; and
- (b) notify us in writing of any damage, shortage, or incorrect items within 48 hours of Delivery (or such longer period as we agree in writing).

7.4 The Customer must retain packaging and provide photographs and supporting evidence reasonably requested for any claim.

7.5 Title to the Goods shall not pass to the Customer until we have received payment in full (in cleared funds) for the Goods and any other sums due from the Customer.

7.6 Until title passes, the Customer must store the Goods securely, keep them identifiable as our property, and not resell or dispose of them except in the ordinary course of business (where permitted by law).

8. Bespoke / made-to-order Goods, changes and cancellations

- 8.1 Many of our Goods are bespoke, made-to-order or procured specifically for the project ("**Bespoke Goods**"). Bespoke Goods are identified in the Order Confirmation or are goods that are: cut-to-size, special finish, made-to-order, non-stock, configured to the Customer's specification, or ordered from a manufacturer specifically for the Customer.
- 8.2 Bespoke Goods are non-cancellable and non-returnable after Order Confirmation, except where required by law or where we agree otherwise in writing.
- 8.3 The Customer acknowledges that, because Bespoke Goods are produced or procured specifically for the Customer, the Collective cannot resell them and the Customer remains liable for the full Contract price even if the Customer later changes its requirements, the end customer cancels, or a project is delayed.
- 8.4 If the Customer requests any change after Order Confirmation, we may (at our discretion) accept the change subject to:
- (a) revised pricing and lead times; and
 - (b) payment of any costs incurred (including manufacturer charges, transport, admin and restocking, where applicable).

9. Returns (non-bespoke Goods only)

- 9.1 Returns are not available for Bespoke Goods and are only accepted for non-bespoke stock items and only with our prior written agreement and a returns reference which must be requested from us.
- 9.2 Returned Goods must be unused, in original packaging, and in resaleable condition.
- 9.3 The Customer bears return transport risk and cost unless the return is due to our error.
- 9.4 We may charge a reasonable restocking/admin fee (typically up to 20%) unless the return is due to our fault.

10. Warranty and remedies

- 10.1 Where Goods are supplied with a manufacturer warranty, we will pass on the benefit of that warranty to the Customer where permitted.
- 10.2 Subject to clause 11, our responsibility is limited to (at our option) repairing, replacing, or refunding the price paid for Goods that are proven to be defective due to manufacturing fault, provided that:
- (a) the defect is notified in writing within a reasonable time;

- (b) the Goods have not been modified, misused, mishandled or incorrectly stored; and
 - (c) any installation (by a third party) has been carried out in accordance with manufacturer instructions and good industry practice.
- 10.3 We are not responsible for normal wear and tear, or defects arising from site conditions, building movement, humidity, temperature, sunlight exposure, cleaning products, misuse, or improper installation by an Installer.

11. Liability (including installer-related matters)

- 11.1 Nothing in these Terms limits or excludes liability for:
 - (a) death or personal injury caused by negligence.
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot legally be limited or excluded.
- 11.2 Subject to clause 11.1 and clause 11.6, we shall not be liable for:
 - (a) indirect, special or consequential loss.
 - (b) loss of profit, revenue, business, anticipated savings, goodwill; or
 - (c) pure economic loss.
- 11.3 Subject to clause 11.1, our total aggregate liability arising out of or in connection with the Contract (whether in contract, tort including negligence, misrepresentation, restitution or otherwise) shall be limited to the price paid for the Goods giving rise to the claim.
- 11.4 Subject to clause 11.1, we shall have no liability for:
 - (a) installation, fitting, assembly or any on-site works performed by an Installer.
 - (b) any damage to the Goods or other property occurring after risk has transferred under clause 7.2.
 - (c) any delay, defect or failure caused by site conditions, measurements, building services, access constraints, or Installer workmanship.
- 11.5 The Customer is responsible for ensuring the end customer understands the Goods are supply-only (unless agreed otherwise in writing).
- 11.6 The limitations and exclusions in this clause 11 apply to the fullest extent permitted by law and are intended to be reasonable having regard to the nature of the Goods and the pricing of the Contract.

12. Intellectual property, drawings and materials

- 12.1 All intellectual property rights in our designs, drawings, visuals, specifications, samples and documents remain our property (or our licensors').
- 12.2 The Customer may use such materials solely for the purposes of the Contract and not for any other project, tender, replication or manufacture without our written consent.

13. Termination and suspension

- 13.1 We may suspend delivery and/or terminate the Contract with immediate effect by written notice if:
 - (a) the Customer fails to pay any amount when due and does not remedy within 7 days of notice.
 - (b) the Customer becomes insolvent, enters administration/liquidation, or ceases trading; or
 - (c) the Customer commits a material breach that is not remedied within 14 days of notice (if capable of remedy).
- 13.2 On termination, all sums due become immediately payable. Clauses intended to survive termination shall continue.

14. Force Majeure

- 14.1 Neither party is liable for failure or delay caused by events beyond reasonable control (including Collective/manufacturer delays, transport disruption, strikes (other than action by the workforce of the party seeking relief), shortages, acts of government, fire, flood, war).
- 14.2 If a force majeure event continues for more than 60 days, either party may terminate the affected Order by written notice. We will refund sums paid for undelivered non-bespoke Goods, less any unavoidable costs incurred.

15. Confidentiality and data protection

- 15.1 Each party shall keep confidential any commercially sensitive information obtained in connection with the Contract, except where disclosure is required by law.
- 15.2 Each party shall comply with applicable data protection laws. Where we process personal data as part of order administration, we will do so in accordance with our privacy notice available on our website.

16. Notices

- 16.1 Notices must be in writing and sent to the address/email set out in the Order Confirmation (or such other address notified in writing).
- 16.2 Email notices are deemed received on the next Business Day (unless a delivery failure notice is received).

17. Governing law and jurisdiction

- 17.1 The Contract and any dispute arising from it shall be governed by the laws of England and Wales.
- 17.2 The courts of England and Wales shall have exclusive jurisdiction.

18. Priority / order of documents

- 18.1 If there is any conflict, the following order of precedence applies:
 - (a) the Order Confirmation (including any expressly agreed amendments);
 - (b) any agreed Specification.
 - (c) these Terms.

Version 1.1

Dated March 2026