



## Full Terms and Conditions

### Definitions

- 'Buyer' means the purchaser of the Goods. The individual or entity identified on the Buyer's purchase order, or if different, on FBC's quote.
- 'Customised' 'Bespoke' Furniture means Goods altered or customised from FBC London standard 'made-to-order' size and specifications provided by the Buyer.
- 'FBC' means FBC London Limited (England and Wales company number 8248993).
- 'Goods' means the Goods (or any part of them) set out in the Order and will include any Services attached to those Goods.
- 'Order' means the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's written acceptance of an FBC Quote Document,
- 'Quote Document' means the detailed quotation provided by FBC London including all dimensions, finishes and where applicable photographs, delivery options and any other necessary information for the order.
- 'Services' means services relating to Goods transportation and deliveries.
- 'Standard Furniture' means Goods made to order at FBC London's standard size and specifications.
- 'Written' includes both physical documentation and email correspondence.

### 1. Entire Agreement

Unless otherwise specifically agreed to in writing by FBC, these Terms and Conditions of Sale 'Terms' shall apply to any and all orders placed by the Buyer for any of FBC's products or services the 'Good(s)', whether or not such order is subject to a signed purchase order or other agreement between Buyer and Seller. These terms and conditions supersede any prior and/or contemporaneous agreements between Buyer and FBC London.

These Conditions (being the Terms and Conditions set out in this document) apply to the Contract (being the contract between FBC and Customer for the sale and purchase of the Goods in accordance with these Terms to the exclusion of any other terms that the Buyer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.)

### 2. Quotations

All Quote Documents are valid for thirty (30) business days from the date of Quote Documents, barring errors or omissions. All prices on Quote Documents exclude VAT. As prices are ex-studio, additional freight components and Services will be charged.

### 3. Acceptance of Order

The Order (being Customer order for the Goods, as set out in Buyer purchase order form, Buyer written acceptance of FBC quotation) constitutes an offer by the Buyer to buy the Goods (being the Goods (or any part of them) set out in the Order) in accordance with these Conditions. The Buyer is responsible for ensuring that the Order and Specification (being the specification for the Goods, including any related plans and drawings) are complete and accurate. All orders must be confirmed in writing FBC cannot accept responsibility for errors that may occur with a telephone order which has not been confirmed in writing.

All Written orders are subject to acceptance by FBC. Acceptance of orders are based on the express condition that the Buyer agrees to all the Terms and conditions contained herein.

The order becomes binding as soon as FBC confirms via written notice and is subject to the Buyers rights of Termination. The Standard, Customised or Bespoke furniture, lighting, accessories and craftwork will be made to the Buyer's order, in accordance with the instructions and specifications given to FBC.

It is the Buyer's responsibility to check all details and aspects of the order(s) are correct. Particular attention should be made to the FBC Quotation provided by the sales representative, which must be signed and dated by the Buyer for an order to be acknowledged. By signing this document, the Buyer acknowledges that the Goods are suitable for their requirements, including dimensions, finishes, product features, access and delivery. Unless otherwise explicitly agreed, work will not proceed until a non-refundable deposit is paid to cover workshop labour, raw materials, as well as specification, design and scheduling work.

If a site survey has been completed in order to confirm the parameters of an order, FBC London will not be held responsible for any changes to the site parameters made after the site survey has been completed.

Once all orders have been signed off for Standard, Customised and Bespoke furniture any amendments that are required will be subject to additional charges and production delays.

Purchase, by the Buyer, of stock furniture, accessories, lighting or craftwork involves taking these items as seen with no changes unless alterations are agreed in writing by FBC. Should alterations be agreed, the cost of these alterations will be supplied via a Quote Document by FBC and agreed, as per these Terms and Conditions, by the Buyer.

### 4. Price, Deposit and Payment

All prices are EXW. Prices are subject to change without notice. All Goods prices are exclusive of other charges and freight charges.

A minimum deposit of fifty percent (50%) of the purchase price is required for all Standard Furniture and wall coverings to initiate order fulfilment and one hundred percent (100%) payment for all fabric and stock pieces. The deposit/payment is non-refundable.

A service charge of one-point five percent (1.5%) per month or the maximum permissible rate will be added to all accounts not paid within sixty (30) days from the date of invoice for final balance due. The Buyer shall pay the balancing invoice or balance price of the Goods including shipping, handling, crating and packing, storage, taxes and service charges in full and in cleared funds ten (10) business days prior to the estimated delivery date and the release of Goods. Textiles: The minimum order for fabric is two (2) meters. A cut fee of £50 is charged for orders less than two meters. Fabric is sold in half meter increments. Goods remain the property of FBC until full payment has been received.

FBC requires payment for any shipment hereunder in advance. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, FBC may cancel any unshipped portion of this order, retain the Goods and declare a forfeiture of the deposit as liquidated damages.

Payment shall be made to the bank account nominated in writing by FBC or by credit card. Storage Charges (as defined in Clause 7) shall be paid to FBC on a monthly basis. The Deposit and any additional sums paid by FBC are not be refundable where:

- i. materials have been cut, finished, processed or otherwise converted to the Buyers Specifications and/or
- ii. the payment of all sums due to us under the Contract remain unpaid on the twelve-month anniversary of the date that the Order is placed.

If You fail to make any payment due to FBC under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of four percent (4%) per annum above the Bank of England's base rate. 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 Buyer shall pay the interest together with the overdue amount. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). FBC may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by FBC to the Buyer.

All amounts are payable by the Buyer and goods remain the property of FBC until full payment has been received. FBC do not

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accept cheques.

Every effort is made to ensure that prices in the standard FBC Price List are correct at the time of publication. If an error has been made in FBC's official price list, we may cancel the order subject to the terms indicated under 'Termination'.

'Design Fees' for customized and/or bespoke Goods command a design fee from five hundred pounds (£500) plus VAT. Please see Bespoke Terms and Conditions for further information.

For Customised and Bespoke Products FBC reserve the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to FBC which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacturing). If, subsequent to order, there are any changes in delivery dates, quantities or specifications for the Goods and Services which are requested by the Buyer, or there is a failure by the Buyer to give FBC adequate information or instructions then we reserve the right to increase the price of the Goods and Services and will inform the Buyer prior to delivery.

Twenty percent (20%) VAT may be withheld when Goods are removed from the UK. However, for VAT audit we must retain evidence of movement of the Goods. If FBC arrange shipping FBC will provide this. However, if the Buyer choose to arrange shipping FBC are obliged to collect a twenty percent (20%) proof of delivery (POD) deposit which is refundable when FBC receive satisfactory proof of delivery from the Buyer. Notwithstanding this if Goods remain within the EU FBC must also verify the Buyer VAT registration in the state of acquisition before the supply can be treated as VAT free in the UK.

#### 5. Currency Conversion

The currency market can be extremely volatile and FBC reserve the right to use a currency conversion mid-rate from <https://transferwise.com/> when converting from USD and EUR to GBP. If the exchange rate fluctuations result in more than a one percent (1%) change to the GBP equivalent during the thirty (30) business day validity of the Quote Document, then the new daily mid-rate will be used and the Buyer's Quote Document will be updated accordingly.

#### 6. Production and Lead-Times

Production will not begin on any Products requiring any type of material, leather, fabric, trim or cords supplied by the Buyer 'Customers' Own Materials/Leather' 'COM/ COL' until ALL the materials for the Product ordered have arrived, been identified and inspected. The Buyer is responsible for ensuring that all materials are identifiable and labelled clearly and correctly when received. FBC shall make commercially reasonable efforts to identify and use the most suitable

and quality portions of the COM/COL, in its sole and absolute discretion, for production of any Product. FBC shall not be responsible for any markings on, or distortions of, any materials that may be visible on upholstered Goods or other Products. The Buyer assumes complete responsibility for the suitability.

FBC takes no responsibility for the selection of the COM/COL chosen by the Buyer. FBC's warranties do not extend to the COM/COL supplied by the Buyer. No excess or off-cut fabrics will be returned to the Buyer. If the Buyer is providing own fabric or leather for upholstery, please supply FBC with a sample and upholstery instructions in advance so that checks can be made so it is workable with Order. Unfortunately, FBC cannot accept responsibility for fabric wrongly received or mistakes in upholstery if this information is not received. FBC also reserve the right to reject fabric or leather that in FBC workshop's opinion is not of suitable quality or advise you if extra charges apply.

Delivery dates and lead times are estimates only, are based on current production schedules at the time of the acceptance of Order and are subject to change without prior notice. Standard lead time is generally estimated at twelve (12) to fourteen (14) weeks from the date FBC obtains all of the following:

- i. Customer's approval of the Order confirmation;
- ii. the required deposit;
- iii. all COM/COL necessary to manufacture the Product; and
- iv. all required information to manufacture the Product, such as, approved drawings and specifications with respect to the dimensions, colour, finish, voltage or other details related to the Products.

Estimated lead time may be longer for certain Products. FBC shall not be responsible for any delays in production. FBC shall not be liable for any costs related to late deliveries. The Buyer agrees that any delay in delivery or failure to deliver or perform any part of these Terms shall not be grounds for the Buyer to terminate or refuse to comply with any provisions hereof and no claim or penalty shall be effective against FBC for such delay. FBC shall not be responsible for any delay caused by the Buyer's failure to timely provide pertinent information or materials required for FBC to complete its obligations under an order. In addition, all performance dates, timetables and project milestones may, at FBC's discretion, automatically be extended, day for day, for each day of delay in the completion of any milestone, inspection or approval resulting from any act, omission or delay (including, without limitation, any delay in submitting any required information) of the Buyer or any of the Buyer's other contractors, subcontractors, customers or suppliers, or resulting from any other delay not caused by FBC.

Goods will only ship once the balance payment has cleared and received in FBC bank

account. Whilst FBC will make every effort to achieve nominated delivery dates, delays do not constitute a breach of contract and FBC is in no way liable for any resulting damages.

FBC will use reasonable efforts to meet shipment or delivery dates specified by FBC or the Buyer, but the Buyer acknowledges and agrees that such dates are estimates only and are not a firm commitment.

#### 7. Delivery and Storage

Delivery is completed on the conclusion of unloading of the Goods at the Delivery Location (being to the location set out in the Order or such other location as the parties may agree). Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a force majeure event or the Buyer failure to provide FBC with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. It is the Buyer responsibility to ensure that the relevant Goods will pass freely through into the room of choice at the Delivery Location.

If the Buyer fails to take delivery of the Goods within ten (10) business days of FBC notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a force majeure event or FBC fail to comply with FBC obligations under the Contract:

- i. delivery of the Goods shall be deemed to have been completed at 9.00 am on the tenth (10<sup>th</sup>) Business Day after the day on which FBC notified the Buyer that the Goods were ready; and
- ii. We shall store the Goods until delivery takes place and may charge the Buyer for all related costs and expenses (including insurance and a monthly Storage Charges of £50 per week per cubic metre.

Irrespective of any account balances owed, if after the two (2) month anniversary of the date on which FBC notified the Buyer that the Goods were ready for delivery and the Buyer has not taken delivery of them, FBC may resell or otherwise dispose of part or all of the Goods, and after deducting a resale fee (being thirty percent (30%) of the price of the Goods as at the date of the Order), storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall.

#### 8. Export

Where the Buyer intends to export the Goods from the United Kingdom, the Buyer shall be responsible for obtaining all necessary licenses and complying with all applicable legislation and regulations governing the export of the Goods from the United Kingdom and the importation of the Goods into the country destination and shall be responsible for the payment of all duties on the Goods.

#### 9. Insurance

All materials supplied by the Buyer are held by

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FBC at the Buyers risk. You should be satisfied that you have sufficient insurance to cover the value of your supplied Goods. FBC will add the cost of insurance to all shipping quotes.

10. Lighting, Accessories and Craftwork  
FBC accept no liability upon installation of lighting fixtures. FBC can provide details of a qualified electrician but will not take responsibility or accountability for works provided by any sub-contractors.

FBC is a chosen UK dealer for Bomma, Christopher Boots, Gregorius Pineo, John Pomp, Link, Matthew Fairbank and Rosemary Hallgarten. The Buyer should also note each lighting atelier and crafts person have their own Terms and Conditions which are required to be adhered to. These can be provided on request.

11. Termination

All Goods; Standard, Customised and Bespoke furniture are custom and made to order specifications and therefore 'personalised' as recognised by the Distance Selling Regulations. If the Buyer wishes to amend or cancel an order for Standard furniture, the Buyer must notify FBC in writing within forty-eight (48) hours after the Buyer has placed their order. All customised and bespoke furniture is non-refundable.

If the Buyer chooses to cancel or amend the order after the noted forty-eight (48) hour period of placing the order, FBC reserve the right to charge the Buyer any costs they have incurred in relation to the Buyer's order in excess of the non-refundable deposit as detailed in 'Acceptance of Order' (as defined in Clause 3).

If an order has been accepted and processed past the forty-eight (48) hour period noted above the Buyer may not cancel it except with the written agreement of FBC. The terms of cancellation will include, but shall not be limited to, a payment to indemnify FBC in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by FBC as a result of cancellation. If work has been performed, any costs incurred by FBC will be charged to the Buyer, which may include a cancellation charge up to the price of the product.

Goods cannot be returned once received by the Buyer unless the Goods are confirmed by FBC as defective. Returns will not be accepted as a return if Goods have been installed, altered or damaged in any way.

Without limiting FBC other rights or remedies, FBC may terminate this Contract with immediate effect by giving written notice to the Buyer if:

- a. the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so; the Buyer takes any step or action in

- connection with entering administration, provisional liquidation or any composition or arrangement with creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- b. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of business; or
- c. the Buyer's financial position deteriorates to such an extent that in FBC's opinion the Buyer's capability to adequately fulfil obligations under the Contract has been placed in jeopardy.

Without limiting FBC other rights or remedies, FBC may suspend provision of the Goods under the Contract or any other contract between the Buyer and FBC if the Buyer becomes subject to any of the events listed above in this clause, or FBC reasonably believe that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment. On termination of the Contract for any reason the Buyer shall immediately pay to FBC all of FBC outstanding unpaid invoices and interest. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. Confidentiality

All pricing, drawings, plans, disclosures, specifications, patterns, technical or business information furnished at any time to the Buyer by FBC shall remain the sole property of FBC. The Buyer shall hold all such information in strict confidence, shall not use or divulge to any third person or entity any such confidential information, and any and all copies of such confidential information shall be returned to FBC promptly upon FBC's request.

13. Changes in Product Design or Manufacture and Exclusions

FBC shall have the right to change, discontinue or modify the design, production, dimensions and other materials of any of its Products and to substitute material equal to or superior to that originally specified. FBC's Products are handcrafted and, as such, can have minor variations from other models, showroom models and photos of models. All dimensions can have slight variations. Materials and finishes can vary from samples and exact matching is not guaranteed.

FBC believe that the many traditional skills and techniques used to make FBC designs add to the beauty and individuality of Goods. If the Buyer requires a higher level of uniformity or finish than these techniques may allow, please discuss requirements with FBC before confirming order. Please note that samples of FBC 'standard' finishes should not be used for matching.

All of FBC's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the FBC's catalogues, prices lists or advertisements are close approximations only and intended to give a general description of the Goods and shall not form part of this agreement. All Goods are handmade, and therefore is subject to slight variations. All sizes as indicated in the price list are within 0.5 cm variance.

Please note, due to the limitations of photographic and printing processes, Goods may not appear to be exactly the same colour as shown in printed matter or shown on screen. Due to the processes and naturally varying materials involved an exact colour match cannot be guaranteed. FBC recommend visiting The Showroom or The Studio to view the unique finishes we offer.

Many wood and metal finishes are applied by hand and may vary in colour, tone and character. While FBC will make every effort to match a finish, no guarantee can be made of an exact match. FBC does not guarantee finishes against fading and oxidizing. Variations in colour and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture and lighting are handmade, and therefore are subject to slight variations. Slight variation will not be accepted as a reason to reject an item produced by FBC.

14. Intellectual Property Rights.

The Goods are described in the Specification. FBC reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify FBC against all liabilities, costs, expenses, damages and losses suffered or incurred by FBC for actual or alleged infringement of a third party's intellectual property. This clause shall survive termination of the Contract.

Intellectual property rights (whether arising under patent, trademark, copyright laws or otherwise) to all improvements embodied in designs, tools, patterns, drawings,



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information and Products supplied by FBC under these Terms, and exclusive rights for the use and reproduction thereof, and all intellectual property rights arising out of the performance under these Terms shall accrue and be assigned to, and be owned by, FBC, and the Buyer shall execute and deliver such instruments as may be necessary to effect or confirm such ownership. The Buyer agrees to indemnify, defend and hold FBC inculpable from any and all damages, losses, liabilities, claims, costs and expenses (including reasonable attorney's fees) related to any claim arising from or related to:

- a. the design, distribution, manufacture, marketing, sale, or use of the Products or
- b. a claim that such materials, Goods or products furnished for the Buyer by FBC, or the use thereof, infringes any claim of any patent, foreign or domestic, in each case to the extent that such claim arises from or is related to:
  - i. Products which are made in accordance with drawings, samples or manufacturing specifications designated by the Buyer,
  - ii. any modifications by The Buyer to the Products or any part(s) thereof, or
  - iii. the combination of the Products or any part(s) thereof with any other parts, equipment, products or Goods. The Buyer agrees at its own expense to undertake the defence of any suit against FBC brought upon such claim or claims.

Alternatively, FBC, at its sole and absolute discretion, may select its own counsel and the Buyer shall reimburse FBC for the costs of such representation.

15. Warranty and Disclaimer

Except as specified herein, Products are sold with a limited warranty against manufacturer defects in materials and workmanship for a period of one year from the delivery date. FBC reserves the right to repair or replace defective Products at its sole discretion. This limited warranty does not extend to other materials supplied by the Buyer or damage caused by shipping, accident, abuse, misuse, negligence, cleaning, or normal wear and tear. This warranty applies to the original Buyer only and is not transferrable. All other warranties expressed or implied are excluded. FBC reserves the right to modify its limited warranty at any time in its sole discretion.

FBC shall not be liable for the Goods failure to comply with the warranty set out in this clause in any of the following events:

- i. The Buyer makes any further use of such Goods after giving notice;
- ii. the defect arises because the Buyer failed to follow FBC oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none)

Goods trade practice regarding the same;

- iii. the defect arises as a result of FBC following any drawing, design or Specification supplied by the Buyer;
- iv. the Buyer alters or repair such Goods without FBC written consent;
- v. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- vi. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

Except as provided in this clause, FBC shall have no liability to the Buyer in respect of the Goods failure to comply with the warranty set out above. The terms implied by clauses 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract. These Conditions shall apply to any repaired or replacement Goods supplied by FBC.

Except for the express warranties set forth above, FBC provides the products as-is and makes no other representations or warranties, and hereby specifically disclaims any and all other representations and warranties, expressed or implied, relating directly or indirectly to the products, whether oral, written or arising by course of dealing or usage of trade, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. No oral or written information or advice given by FBC or any employee, agent, distributor or other supplier of FBC's products shall create a warranty or in any way increase the scope of the express warranty set forth above. No employee, agent, distributor or other supplier of FBC's products has the authority to modify or amend the express warranties set forth above without express written authorization from FBC.

16. Limitation of Liability

In no event shall FBC be liable for any indirect, special, incidental, consequential, exemplary, multiple or punitive damages, even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), strict liability or any other theory, including without limitation labour or equipment required to remove and/or reinstall original or replacement parts, loss of time, profits or revenues, lack or loss of productivity, loss of use of the products or any associated equipment interest charges or cost of capital, cost of substitute equipment, facilities, systems, services or downtime costs, damage to or loss of property or equipment, any inconvenience, cost or damage arising out of any delay in performing, failure to perform or other breach of the warranty set forth in Clause 15 or obligations under such warranty,

or claims of third parties against the Buyer, arising out of or in connection with the sale, installation, use of, inability to use, or the repair or replacement of the products sold pursuant to these terms. In no event shall FBC's total liability in respect of any and all claims of any kind whether in contract, warranty, tort (including negligence), strict liability or otherwise arising out of or in connection with, or resulting from FBC's sale, delivery, resale, repair, replacement or furnishing of any products, including performance or breach of the warranty set forth in Clause 15 of these terms, exceed the purchase price allocable to the Goods(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period for such Goods(s). The Buyer is wholly responsible for obtaining a qualified installation professional to install the products. FBC expressly disclaims any obligation and/or liability arising from, relating to or in connection with the installation of products.

The Buyer should unpack and conduct a formal and thorough Goods inspection, immediately, upon delivery and report directly to FBC London if any of the Goods are not in accordance with the written order, damaged or defective accompanied by photographs of such defects within forty-eight (48) hours after receipt of shipment and accompanied by original transportation bill signed by the carrier noting that the carrier received the goods from FBC in the conditions claimed. Any claim by Customer with reference to the Goods sold hereunder for any cause shall be deemed waived for visible defects identified upon FBC receiving a signed acceptance of delivery. Claims submitted to FBC in writing within immediate arrival of the delivery will be considered by FBC based on the evidence supplied and at FBC's discretion. FBC cannot be held liable for conditions of use or storage within the Buyers' house after delivery which may affect the furniture in anyway or for visible defects after a signed acceptance of delivery is made by the Buyer.

All Products are inspected before shipping. All Products are signed for by the freight company, stating that the Products have been picked up in good condition. The Buyer and third-party shippers have sole responsibility for any damage, loss or shortages incurred during transit. The Buyers or their receiving warehouses must inspect the Products upon arrival and make claims for any damage, loss or shortages directly to the carrier. FBC is not responsible for any freight related claims but may assist the Buyer in this process at FBC's sole discretion. FBC will not pay for; fair wear and tear or damage caused by negligence and, or improper use; damage that occurs as a result of repairs or alterations made without approval; consequential loss or damage sustained by the Buyer.

17. Order system

FBC use an internal system to process and fulfil our online and in-store orders. The order system processes information from the



website and instruct the FBC order fulfilment team to deliver Goods or services to Customers.

You can request FBC to delete information FBC hold for Customers on the system at any time presuming there are no outstanding orders or payment. Please email [info@fbc-london.com](mailto:info@fbc-london.com) with the subject line 'DELETE MY ACCOUNT' using the corresponding e mail address.

#### 18. Force Majeure

All quoted completion and delivery dates are estimates only and are subject to change by FBC upon notice to You. FBC shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond FBC's reasonable control including, but not limited to. a) government action, war, terrorism, riots, civil commotion, embargoes, or martial laws. b) FBC's inability to obtain necessary materials from its usual sources of supply. c) shortage of labour, raw material, production or transportation facilities or other delays in transit. d) labour difficulty involving employees of FBC or others. e) fire, earthquake, storm, flood or other casualty or act of God, or f) other contingencies of manufacture or shipment. In the event of any delay in FBC's performance due in whole or part to any cause beyond FBC's reasonable control. FBC shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by the Buyer of any goods shall constitute a waiver by the Buyer of any claim for damages on account of any delay in delivery of such goods.

#### 19. Assignment and Other Dealings

The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of rights or obligations under the Contract without FBC prior written consent.

#### 20. Enforcement

The Buyer agrees to indemnify and keep FBC indemnified against all reasonable fees, costs and other expenses incurred by FBC in enforcing these Conditions or any of its terms.

#### 21. Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 22. Waiver

No failure or delay to exercise any right or remedy provided under the Contract or by law shall constitute a waiver 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.

#### 23. Severance

If any provision or part-provision is invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to

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make it valid, legal and enforceable.

#### 24. Third Party Rights

No one other than a party to this Contract shall have any right to enforce any of its terms.

#### 25. Governing Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.