STANDARD TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF GOODS The Customer's attention is drawn in particular to the provisions of clause 10.

1. Interpretation
1.1 Definitions. In these Conditions, the following definition apply:

Business Day "means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Company" means Marsion House Bedding Company Limited, with company number 02575156 and whose registered office is
located at Whitel Read, Hadleigh Road Industrial Estate, pswichs, Sulfiok, IP20UH, 1ephone number 101473 25588, Fax number:
01473 25588 and any trading division thereof.

Conditions" means the terms and conditions set out in this document, as amended from time to time in accordance with clause 12.6;
Contract means the company and the Customer for the sale and purchase of the Goods in accordance with

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Conditions means the terms and conditions set out in this document, as amended from time to time in accordance with clause 12.6;
Contract means the centract between the Company and the Customer for the sale and purchase of the Goods in accordance with
these Conditions;

Customer means the person or firm who places a written or verbal order to purchase Goods from the Company;

Delivery Location means the Decation for the delivery of the Goods as set out in the Order or as otherwise agreed between the
parties prior to the date of delivery;

Force Majeure Event has the meaning given in clause 6.2;

Goods means the goods, items or parts manufactured or supplied by the Company as set out in the Order;

Insolvency Event means in respect of the Customer, (a) any action, proceedings, procedure or step is taken for; (i) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary
arrangement, scheme of arrangement or otherwise); or (ii) the composition, compromise, assignment or arrangement with any
creditor; or (iii) the appointment of a liquidator, receiver, administrative receiver, administration, compromise, assignment or arrangement with any
creditor; or (iii) the appointment of a liquidator, receiver, administrative receiver, administration, compromise, assignment or arrangement with any
creditor; or (iii) the appointment or a liquidator, receiver, administrative receiver, administration, compromise, assignment or arrangement with any
creditor; or (iii) the appointment or a liquidator, receiver, administration to those in (a)(b) to (a)(b)(i) (inclusive) under the laws of any
applicable jurisdiction; or (b) the Customers suspends, threatens to suspend, ceases or threatens to cease to carry on all or a
substantial part of its business; or (c) the Customer's financial position detendrates to such an extent that in the Company's
protect the confidentially of considers financial position detendrates to such an extent

- 1.2.4 A reference to writing or written includes faxes and emails

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 2. Basis of Contract

 2.1 Unless otherwise specifically agreed in writing by the Company, Orders accepted by the Company are subject to these
 Conditions only, 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.
 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is
 responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the
 Contract shall come into existence.

- Contract shall come into existence.

 2.4 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.
- Contract.

 2.5 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 90 Business Days from its date of issue.

 2.5 In the event of a conflict between the terms set out in these Conditions and the terms set out in the Order which has been accepted or a conflict between the terms set out in the accepted Order shall prevail.

 3. Goods and Design

- accepted by the Company in accordance with clause 2.3, then the terms set out in the accepted Order shall prevail.

 3. Goods and Design

 3.1 The Goods are described in the Company's catalogue and/or the Specification as applicable.

 3.2 To the extent that the Goods are to be manufactured in accordance with a 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 osses, loss of profit, loss of reputation and all interest, penalities 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 Specification. This clause 3.2 shall survive termination of the Contract.

 3.1 in accordance with the Company's policy of continuous improvement in design of its products, the Company reserves the right to make any changes in construction or design of the Goods as may be considered necessary, without notifying the Customer and no warranty is given that the Goods supplied will conform to any description or sample supplied.

 3.4 All samples, drawings, specifications, descriptive matter or advertising produced by the Company and any descriptions or uniterative contained in the Company's catalogues or brochures are produced for the elegipure of giving a basic and approximate indication of the Goods described in hem and as such, shall not form part of the Contract. Upon acceptance of tender, certified dimensional drawings can be provided upon request.

 3.5 Where the design of the Goods is based upon data and information given to the Company by the Customer or their representatives, including within any Specification, the Company shall assume that all such details will be accurate and therefore the Goods will be designed for performance in accordance with the giv

- any other account or order which the Customer has with the Customer has lot the South Sout

- property; 4.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods

- 4.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 4.4.3 maintain the Goods in satistactory condition and keep them insured against all risks for their full price from the date of delivery;
 4.4.4 notify the Company nimediately if it becomes subject to any insolvency Event; and
 4.5 give the Company such information relating to the Goods as the Company may require from time to time.
 4.5 if before title to the Goods passes to the Customer the Company may require from time to time.
 4.5 if before title to the Goods passes to the Customer the Company may at any time;
 4.5.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 4.5.2 if the Customer falls 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
- 4.3.2 is the Customer rate to do so possingly, seed or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:
 4.6.1 it does so as principal and not as the Company's agent; and
 4.6.2 lite to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer

- 4.6.2 tille to the Goods shall pass from the Company to the Customer immenuately between the Bayes and the Company's published price list in force as at the date of delivery.

 5. Price and Payment

 5. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

 5.2 The Company may, by giving notice to the Customer at any time up to 30 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

 5.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and dutles, and increases in labour, materials and other manufacturing costs):

 5.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or 5.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

 5.3 The price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer. The Company reserves the right to charge a minimum Order value delivery charge for all UK Mainfand of white the costs and charges of packaging, insurance and transport of the Goods and charges of packaging, insurance and transport of the Goods of a Wild Mainfand of white the costs and charges of packaging, insurance and delivery charge for all UK Mainfand of the costs and charges of packaging.
- deliveries.
 5.4 The price of the Goods is exclusive of amounts in respect of value added tax ("VAT"). The Customer shall, on receipt of a valid value added tax ("VAT"). The Customer shall, on receipt of a valid value and the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of
- the Goods.
 5.5 The Company's normal terms of payment are pro-forma invoice in advance for the first Order(s) made by a Customer whilst references are sought. Thereafter payment terms are 30 days from the date of invoice unless agreed in writing between the Company and the Customer. Payment shall be made to the bank account nominated in writing by the Company. Time of payment is of the
- essence.

 S 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 rate of 4% per annum above HSBC Bank's base rate from time to time.
 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.

 5.7 The Company reserves the right to levy an administration change of 2% on the invoice total if a credit card is used for payment by
- the Customer.

 5.8 The Customer will pay the full invoice price of the Goods delivered under a Contract without any deduction or set off, counter or withholding (except for any deduction or withholding required by law) including but not limited to on the grounds of any alleged softrall in delivery, defects in quality or failure to conform to any Specification or other breach of Contract by the Company.

 5.9 Any invoice queries must be reported to the Company within seven Business Days from date of invoice.

- shortfall in delivery, cerebic in yearly or institute of the Company within seven Business Days from date of invoice.

 5. Force Majeure

 5. Force Majeure

 6.1 The Company shall be entitled to cancel or rescind any Contract without liability for any loss or damage resulting therefrom if the performance of its obligations under the Contract is in any way affected by a Force Majeure Event.

 6.2 For the purposes of these Conditions, a Force Majeure Event' means any event beyond the Company's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, but not limited to war, incl. voit. commoditor, restraint of Government, strike, lockout, or other industrial disputes with workspeeple or a high party's workfarce, shortened hours of labour, failure of energy sources, acts of Cod, terrorism, fire, accident, non-availability of materials, or building structures, fires, floods, storms, earthquiese, otherme adverse weather conditions, default of suppliers or subcontractors, compliance with Government requirements or any cause which the Company has no power to avert.

 7. Cancellation or Suspension

 7.1 No cancellation, suspension or variation of this Contract by the Customer shall be valid unless agreed by the Company in writing and such agreement will only be given, subject to reasonable compensation being given to the Company for expenses incurred including cost of labour and materials used, charges incurred and all other consist in connection with the Contract and for loss of profit.

 7.1 If The Constomer's sole risk and will not entitle the Customer's store goods or its required to store Goods or its required to store foods or for required or other sole of the fault of the Customer's after the Goods are ready for despeatch, the Customer's sole risk and will not entitle the Customer to postspone appeared and such the Company.

 7.3 If the Customer's sole risk and will not entitle the Customer to postspone appeared and sole the Contract with immedi

- 7.4 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to an insolvency Event, or the Company reasonably believes that the Customer is about to become subject to an insolvency Event, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
 7.5 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpeal invoices and interest.
 7.6 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as a termination.

- nave accrued as at termination.
 7.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect
- 7.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
 8.1 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. Any delivery periods stated by the Company will be given in good faith at the time of quoting and will be confirmed by the Company conce the Contract is formed.
 8.2 The Company will always endeavour to accommodate the Customers' reasonable delivery requirements but under no circumstances will the Company be liable for any loss or damage of any kind on the part of the Customer caused by delays or shortage of delivery arising as a result of any Force Majeure Event or arising from 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 arising from any other cause.
 8.3 If the Company fails to deliver the Goods, then in the first instance the Customer and the Company shall agree a reasonable extension of time for another delivery to take place. If the Company is all last to deliver after that agreed extension of time then the Company shall be limited to the costs and expenses incurred by the Customer in obtaining replacement good of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or 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.
 8.4 Any delay in delivery from whatever cause arising, shall not entitle the Customer to cancel or rescind the Contract in part of in whole.

- whole.

 So Unless specifically agreed in the Contract the Company shall not be responsible for either loading on the Customer's transport in the case of ex-works Orders or for off-loading at destinations in the case of Orders including delivery.

 86. Delivery of the Goods shall be completed on either the Goods arrival at the Delivery Location or no being made available for loading in the case of a words. Orders at the Delivery Location or the date indicated, whole further notice or arrangement unless instructions to the contrary are received in writing at least fine days before despatch is due. In the event of any consignment not being accepted at the gareed Delivery Location on the Location of the despatch is due. In the event of any consignment on being accepted at the gareed Delivery Location at that time, the Company will be entitled to claim and recover a resulting additional transport and storage costs incurred by it.

 88. The Company has no facility for fong term storage and should the Customer require such service, the Goods must still be collected by the Customer at the agreed despatch date and arrangements for transport and storage will become the Customer's recovershill.

- collected by the Customer at the agreed despatch date and arrangements for transport and surveyer with resonability.

 8.9 If the Customer fails to take or accept delivery of the Goods within five Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused the Company's failure to comply with its obligations under the Contract:

 8.9.1 delivery of the Goods shall be deemed to have been completed at close of business on the third Business Day after the day on which the Company notified the Customer that the Goods were ready; and

 8.9.2 the Company shall store or arrange the storage of the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

 8.10 If 10 Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them. the Company may resell or otherwise dispose of part or all of the Goods after deducting reasonable storage and selling costs, account to the Customer for any shortfall below the price of the Goods.

 8.11 The Company may deliver the Goods by installments, which shall be invoiced and paid for separately. Each installment shall not entitle the Customer to cancel any other installment.

- constitute a separate Contract. Any delay in delivery or derect in an instalment shall not ensure the Customer to Canada.

 8.12 The Contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate Contract and shall be invoiced separately. Any invoice for a delivery shall be payable in fulfil in accordance with the terms of payment provided for in these Conditions without reference to and notwithstanding any defect or default in delivery of any other instalment.

 8.13 The Company shall ensure the Spoots 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 it is not applicable of the Company requires the Customer to return any packaging materials to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials valiable for collection at such times as the Company shall reasonably request. Returns of packaging materials that be at the Company sequence.

 8.14 Any claims for damage or shortage of Goods delivered must be stayled in writing by the Customer within two Business Days of the Customer receiving the Goods for consideration by the Company.

 9. Quality

- 9. Quality
 9.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery ("warranty period"), the Goods

- shalt:

 9.1.1 conform with their description and any applicable Specification;
 9.1.2 be free from material defects in design, material and workmanship; and
 9.1.3 be for satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 9.1.4 be lift for any purpose held out by the Company,
 9.2 Subject to clause 9.3. if:
 9.2.1 the Customer gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 9.1; 9.2.2 the Company is given a reasonable opportunity of examining such Goods; and
 9.2.2 the Company is given a reasonable opportunity of examining such Goods; and
 9.3.3 the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost.

- 9.2.3 the Customer (If asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost,
 the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
 9.3. The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 9.1 in any of the following events:
 9.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 9.2;
 9.3.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 9.3.3 the Oustomer afters or repairs such Goods without the written consent of the Company;
 9.3.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 9.4 Except as provided in this clause 9, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 9.1.
 9.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

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 10.1.4 defectly productis under the Consumer Protection Act 1987; or
 10.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
 10.2.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 10.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, and in the contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed two times the price of the Goods under the Contract under which the liability arises.
 10.3 When The Company is asked for advice as to the suitability of any Good such advice will be given only no the express condition that the Company is exempt from liability for failure in performance of the Goods in respect of which such advice was sought.

 11. Intellectual Property Kights.
- performance or the Goods at the second of the Company of the Goods shall be owned by the Company and Intellectual Property Rights in or arising out of or in connection with the supply of the Goods shall be owned by the Company of the Goods shall be owned by the Goods shall be owned b

- 11.1 Au interections in the property of the Company of the Company
- 12.1.1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

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

 12.2 Notices.

 12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place or 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, sent by pread first class post or other next working day delivery service, commercial counter, fax or e-mail.

 12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if any to pre-paid first class post or other next working day delivery service, as 9.00 ann on the second Business Day after posting; I delivered by commercial counter, on the date and at the time that the counter's delivery recept is signed; 12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

 12.3 Severance.
- 12.2.3 Two provisions of this clause shall not apply to the service or any processing of the clause shall not apply to the service or any processing of the clause 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 enforceable by of the rest of the Contract.

 12.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good failth to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the
- aments such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commentaline result of the original provision. 12.4 Waiver of any sight or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract waver of any subsequent breach or any other right or remeably. An all it prevent or restrict the 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.
- other right are remedy. No single or partial exercise of such right or remedy share prevent and other right or remedy.

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

 12.6 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 in writing and signed by the Company.

 12.7 Governing law. The Contract, 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. (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and wates. 12.8 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