

1. General

- 1.1.** Prices will be those ruling at the date of the order and payment of the deposit. Any invoice query is to be made within 24 hours of the date of the invoice. All prices include VAT. Quotations remain current for 7 days.
- 1.2.** Under some circumstances the Seller may cancel the contract without notice or compensation. Such circumstances would include inability to obtain materials, labour and supplies, strikes, lock outs and other forms of industrial action or dispute, fire, flood, drought, weather conditions, war, civil disturbance, Act of God or any other cause beyond the Seller's control making it impossible to fulfil the contract.
- 1.3.** Any plan drawn by the Seller is their property and copyright and may not be reproduced or used in whole or in part by any other persons without written consents. Where the Seller agrees to provide a specifically designed plan, the Customer agrees to check the accuracy and suitability of the plan.
- 1.4.** If the Customer requests a copy of the designs, plans or illustrations to take away at the quotation stage an amount of £150 payment will be required by the Seller which will be refunded to the Customer only if the order is accepted when the deposit is placed.
- 1.5.** It is the responsibility of the Customer to check, before confirming acceptance and placing a deposit or order, that all the items and the design layouts quoted for and thereafter ordered meet all their requirements exactly and to be aware that the latest quotation and order specifications may or may not include some optional extras (e.g. doors in-frame, pilasters or decorative end panels) so may therefore differ from the pictures displayed in the catalogues, brochures, design illustrations or the Studio displays. Where orders are based on details provided by the Customer, such quotations are subject to the accuracy of those measurements and/or information and the Seller shall not be held responsible for inaccuracies in the measurements and/or information provided.
- 1.6.** Any measurements taken are from accessible and visible parts of the room and allow small, industry standard tolerances for uneven walls. If, however on removal of the furniture it becomes apparent that the walls, floors, or ceilings are uneven beyond these tolerances, the Customer shall be held responsible for any costs incurred to "make good" the walls, floors or ceilings or to change the sizes of the units to fit.
- 1.7.** If the Seller accepts a cancellation of an order or part thereof, for any reason whatsoever, they reserve the right to charge the Customer or their legal representatives with the amount of any losses or expenses incurred as a result of such cancellation.
- 1.8.** The Customer is responsible for obtaining all necessary planning permission and Local Authority consents and permissions for the work to be carried out and no responsibility attaches to the Seller if they have not.
- 1.9.** Our Guarantee is not transferable.

2.0 Payment

2.1. Standard Payment

- 10 % of total price deposit with order.
- 75% of total price 1 working day before delivery
- 15% of the balance – up to 1 day after the installation

2.2. Promo deposit

- £99 first deposit payment.
- 80 % of total price 1 working day before delivery
- Remining balance – up to 1 day after the installation

Payment can be made :Cash, Credit Card or bank transfer

To pay by bank transfer, please use the below information:

Account Name: ARIGATO FURNITURE LTD

Sort code: 40-25-49

Account No: 40389617

2.3. For Supply Only: – The 75% balance is payable prior to or on the date of delivery of the goods via the above criteria and delivery will be subject to balance payment having been received.

****** Completion of the fitting shall be the last day of the installation. Any additional work requested which was not included on acceptance of the is to be paid for separately. Payments are not to be withheld in the event of contractors (carrying out work which is not under the Seller's contract) on site not having yet completed their work e.g., tilers or decorators.

2.4. If a payment is not made, the Seller reserves the right not to make delivery of the goods or to terminate this contract.

2.5. Ownership of the goods shall remain with the Seller and shall not pass to the Customer until the agreed price for them, together with all other sums due from the Customer to the Seller have been paid and cleared in full.

3. Products

3.1 Please be aware that laminated boards, wood elements and worktops may vary from the samples in the showroom and granite could have shade and pattern variations which may vary from the samples in the showroom. All should be thoroughly checked and accepted by the Customer for acceptable colour match prior to cutting and installation.

3.2. For installation and safety purposes there may be a join in any material over 2,000mm.

4. Delivery

3.1 We will deliver the products to the location agreed in writing. You must inform us in advance of any potential delivery/installation problems in respect of restricted access, narrow roads, parking, long drives etc. We cannot accept responsibility for any damage or loss resulting from access problems of which we have no prior knowledge, other than as a result of our negligence.

3.2 Collection by you. If you have asked to collect the products from our premises, it may be possible to collect them from us at a time and venue.

3.4 If no responsible person agreed by you is available at your address to take delivery of the products, then we will leave you a note informing you of how to rearrange* delivery or collection of the products from a local depot.

Someone over the age of 18 will need to be home during the installation. *Redelivery fee may apply.

3.5 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 2 will apply.

3.6 The engineer needs to be able to park near to your home. If you need a permit to park at your home, make sure you have this ready for when the engineer arrives.

5. Installation

5.1. The furniture fitting is always carried out by the Seller's team of reliable, qualified and trusted bona-fide sub-contractors (hereafter known as the Installers) who are liable for all aspects of the installation and who are covered by their own liability insurances.

5.2. We agree to supply and fit the goods at the site, unless it is stated otherwise above. The installation process will take between 1-15 working days and we will in any event use our reasonable endeavours to complete the installation as soon as we reasonably can.

5.3 Our company do not remove your old furniture.

Your room must be ready for our fitter to install the furniture and as the client it is your responsibility to ensure your room is prepared.

5.4. Fitting tolerance - Voids and fillers surrounding the installed furniture are part of normal fitting tolerances and cannot be accepted as a basis for complaint

5.5. The furniture will be designed and installed subject to the dimensions and specifications in the latest signed plan. Any subsequent building work undertaken, or architects' plans should match these exactly and no liability attaches to the Seller for any consequential loss arising from any changes or alterations to the property which do not exactly match the dimensions stated in the latest plan agreed with the Customer and the Seller. It is the responsibility of the Customer to notify any subsequent changes which are made.

5.6. The Seller reserves the right to postpone the installation if any building preparation work is not fully completed in time (e.g., the plaster is still wet on the walls).

5.7. The installation will be carried out as quickly as possible; however, no time penalties will be incurred by the Seller in respect of the time taken for completion.

5.8. Installation work may cease at any time should it be identified or suspected that there is a situation which may cause a hazard to life or property. Where such a situation found to be present, the Installers will reserve the right not to resume work until the situation is declared safe.

5.9 If during the installation services, it appears that the walls are incapable of holding the Products or the utility connections are unsafe, faulty, flawed or of poor quality, we reserve the right to suspend the installation service until the necessary remedial works have been completed. This does not affect our right to take the full payment for the Products and installation services in line with our terms & conditions.

5.10 We shall not be responsible for or liable for any damage, loss or expense caused due the poor quality of or fault with any of the walls or utility connections.

5.11 Whilst we will try to ensure our Fitter(s) keeps dust and disruption to a minimum during the provision of the installation services, you should take all reasonable and necessary steps to minimize the impact of the installation services, for example by moving breakables/delicate items and covering areas likely to be affected with dust sheets. Whilst the Fitters will endeavour to clean up after themselves, you should expect some dust to result from the installation services and you agree that we will not be liable for any cleaning expenses resulting from such dust.

5.12 Minor damage may occur to decor, plaster and tiling during the installation services, but you agree that we will not be responsible for redecorating or making good any damage unless it is as a result of our negligence rather than an unavoidable consequence of having the Products fitted

5.13. We operate a no-smoking policy for our employees and would respectfully ask if you would please comply wherever possible.

5.14. As a service provider we realize that the installers have a duty to perform their trade with reasonable care and skill. We ask that you safeguard personal items to limit the possibility of accidental damage in the furniture or adjacent areas. We cannot be held responsible either during delivery or during installation as we have detailed this to you in these terms and conditions.

6. Supply Only:

Where applicable, you will provide us with the necessary site measured sizes required in order to manufacture your order. We will issue a working drawing which You will need to confirm your agreement to the commencement of manufacture based on this specification, layout and design.

If the Customer is carrying out their own installation using their own Installers (i.e. Supply Only), the Seller is not liable for any aspect of the installation including errors, faulty or poor workmanship or damage. For Supply Only contracts the Customer is solely responsible for taking delivery of the Goods and for checking the order and reporting any errors omissions or damage within 24 hours when the Seller's responsibilities will otherwise cease.

Any damage or missing parts must be reported within 48hrs of delivery, otherwise they may be chargeable. We will not be liable for any defects due to inappropriate storage, neglect, damage caused by a third party or installation other than that which is recommended by Arigato Furniture LTD

7. Supply & Delivery Only:

If the Customer is carrying out their own installation using their own Installers (i.e. Supply Only), the Seller is not liable for any aspect of the installation including errors, faulty or poor workmanship or damage. For Supply & Delivery Only, we are responsible for delivery of the Goods and customer is responsible for checking the order and reporting any errors omissions or damage within 24 hours when the Seller's responsibilities will otherwise cease.

8. Warranty

8.1 All goods supplied by Arigato Furniture are warranted free from defects. We supply high quality cabinetry and are confident that you will be entirely satisfied with your new furniture. If, however, there is a problem with the cabinetry resulting from a defect in the manufacturing or raw material, we will replace the cabinet for a period of up to 5 years after installation. Frontals (doors, panels, plinths

cornice and pelmets) are guaranteed for a period of two years and should you have a problem resulting from a defect in the manufacturing or raw material, we will provide a replacement

8.2. The warranty applies:

- ✓ to cabinets sold by Arigato furniture Limited.
- ✓ to the person who purchased the cabinets. It is not transferrable to any other person.
- ✓ to individuals who purchased the cabinets as a consumer for private use, not to businesses, companies, partnerships or sole traders.
- ✓ to cabinets used entirely within a domestic environment for personal use, not to cabinets put into and used within business premises, places of work, rental properties, student properties or similar.
- ✓ to cabinets used within the environment intended by their design, for example, furniture cabinets used within a furniture and not furniture cabinets used in, for example, a garage.
- ✓ to cabinets purchased and used within the United Kingdom.

8.3 Exclusions, the warranty does not cover:

- ✓ damage caused or contributed to by poor, faulty or incorrect use, maintenance, or incorrect installation if it's not installed by ARIGATO FURNITURE LTD
- ✓ damage caused or contributed to by events outside ARIGATO FURNITURE LTDs' control including but not limited to Acts of Good, fire, explosion, contact with corrosive matter, extreme weather conditions, flood, vandalism, soiling, misuse, abrasion, improper storage following delivery, rot and/or infestation following delivery, leaks (or similar incidents), damage due to non-domestic use.
- ✓ damage or colour deterioration caused or contributed to as a result of normal wear and tear.
- ✓ damage caused or contributed to by alterations or repairs other than those carried out by ARIGATO FURNITURE LTD.
- ✓ damage caused or contributed to by the removal of the cabinets following initial installation.
- ✓ damage caused or contributed to by willful damage, abuse, mistreatment, negligence, abnormal storage or environmental conditions.
- ✓ damage caused or contributed to by household animals and misuse by children.

8.4 Limitations and conditions

- ✓ If you do not allow the ARIGATO FURNITURE LTD's representative to review the cabinet which is subject to the warranty claim you will invalidate the warranty in respect of that claim.
- ✓ Any repaired or replacement cabinet parts shall be guaranteed on the terms of this warranty for the unexpired portion of the warranty period only.
- ✓ This warranty is non-transferrable and is personal to the original purchaser as shown on the invoice.

8.5 Taking a photo of the new furniture

- ✓ After the installation is finished, we take photos of the finished project for marketing purposes.
- ✓ If you do not wish us to take a photo at your home, let us know, otherwise you give us permission to use, reproduce, adapt and publish.
- ✓ Customers providing testimonials and/or allowing us to photograph our installations grant ARIGATO FURNITURE LTD license to use, reproduce, adapt and publish.

By ordering any of the Goods, you agree to be bound by these Terms and Conditions. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Please do not hesitate to ask if you want further clarification on any of the above Terms and Conditions.