



TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Conditions:-

"the Company" means Cozy Bay Ltd (a company registered in England and Wales under number 6641823) whose registered office is at Anglo City House, 13 Lansdowne Road, Bournemouth, Dorset, BH1 1RZ;

"the Customer" means the person, firm or company who accepts a quotation or offer from the Company for the sale of the Goods or whose order for the Goods is accepted by the Company;

"the Contract" means the contents of any binding order of Goods from the Customer to the Company which the Company agrees to fulfill, together with these conditions;

"these Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company;

"the Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Company;

"the Goods" means the goods (including any installment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions;

"writing" includes any communications effected by telex, email, facsimile transmission or any comparable means.

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation or construction of the Contract.

2. Application of Conditions

These Conditions apply to all purchases of products from Cozy Bay Ltd by phone, electronic, verbal, written or agreeing for an order to be placed by Cozy Bay Ltd on your behalf you agree to abide by these Conditions. The Company shall sell and the Customer shall purchase the Goods in accordance with any quotation or offer by the Company which is accepted by the Customer, or any order of the Customer which is expressly accepted by the Company in writing, subject in either case to these Conditions, which shall govern the Contract to the



exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

3. Basis of Sale

3.1 The Customer represents that information provided by it when placing its order is up-to-date, materially accurate and is sufficient for the Company to fulfill the Customer's order. The Customer also represents that it has legal capacity to enter into a contract. No warranty, commitment or any other obligation should be assumed by the Customer on the Company's behalf or on behalf of a Goods manufacturer, licensor or supplier with the Company's express prior written consent.

3.2 All furniture by the Company prior to the placing of any order (including its catalogues, trade literature, brochures, quotations, price lists or website) or made orally by the Company or its representatives, employees, agents are given for general information purposes only and the Goods may also look different to their representation in any such materials or particulars.

3.3 The Customer acknowledges that the Company's representatives, employees, and agents are not authorised to bind the Company or make any representations or statements concerning the Goods unless confirmed by the Company in writing.

3.4 No variation to these Conditions shall be binding unless prior agreed in writing between the authorised representatives of the Customer and the Company.

3.5 Sales literature, price lists and other documents issued by the Company in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Company and no contract for the sale of the Goods shall be binding on the Company unless the Company has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Customer by whichever is the earlier of:-

(a) the Company's written acceptance;

(b) delivery of the Goods; or

(c) the Company's invoice.

3.6 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability or responsibility on the part of the Company.

4. Products

Dimensions in all cases are approximate. There are likely to be slight variations from the sizes indicated as most furniture is handmade.

Actual PE rattan, fabric, and wood stains colors of the Goods are as accurate as printing and photography allow. The Company endeavour to display the colours of the Goods that appear on the website as accurately as



possible. However the Company cannot guarantee that the Customer's computer's display will accurately reflect the colour of the Goods. The Company will match the colour of fabrics to the samples chosen as accurately as possible, but variations may occur.

Product information, availability, prices, and/or specifications are subject to change without notice.

5. Orders and Specifications

5.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until order confirmed in writing by the Company's authorised representative.

5.2 The specification for the Goods shall be those set out in the Company's sales documentation unless varied expressly in the Customer's order (and accepted by the Company in writing). The Goods will only be supplied in the minimum units (or multiples) stated in the Company's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Company are intended as a guide only and shall not be binding on the Company.

5.3 The Company reserves the right to notify the Customer of any mistakes in the descriptions of the goods or errors in pricing prior to the dispatch of the Goods. In such event if the Company chooses to continue with the fulfilment of the order, the Company acknowledges that the Goods will be provided in accordance with such revised description or corrected price.

5.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable law, safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

5.5 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company on the terms that the Customer shall indemnify the Company 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 the Company as a result of cancellation.

5.6 The Company is unable to supply the Customer with the Goods due to the fact that they are out of stock, the Company will inform the Customer by e-mail, as soon as possible. The Customer will be given the option of (i) waiting until the Goods are in stock when the Company and the Customer will perform the Contract; (ii) choosing Goods of an equivalent price and quality or (iii) cancelling the affected order and obtaining a full refund if the Company has already received payment from the Customer for the cancelled Goods.

5.6 The Customer shall ensure that the Goods are promoted, supplied and sold through normal commercial channels and not in any manner which may bring the Company into disrepute including, by way of example only, by distributing through discount houses or by associating the Goods with tobacco, gambling, disreputable, illegal or other activities which may be notified by the company from time to time.



5. Price of Goods

5.1 The price of the Goods shall be the price listed in the Company's published price list current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Company and the Customer.

5.2 Where the Company has quoted a price for the Goods other than in accordance with the Company's published price list the price quoted shall be valid for 30 days only or such lesser time as the Company may specify.

5.3 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase or decrease the price of the Goods to reflect any increase or decrease in the cost to the Company which is due to any factor beyond the control of the Company (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 manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

5.4 The Company will allow the Customer quantity discounts subject to and in accordance with the conditions set out in the Company's published price list for the Goods current at the date of acceptance of the Customer's Order.

5.5 Any settlement discount specified by the Company in the Contract will be allowed by the Company to the Customer in respect of Goods for which payment is received by the Company on or before the due date and otherwise in accordance with the payment terms set out in these Conditions and provided that no other amounts owing by the Customer to the Company are overdue and unpaid.

5.6 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Customer and the Company, all prices are exclusive of packing and delivery which will be determined by the Company based on items and quantities ordered, which the Customer shall be additionally liable to pay to the Company.

5.7 The price of the Goods is exclusive of any applicable value added tax, and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Customer shall be additionally liable to pay to the Company for the Goods.

6. Terms of Payment

6.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company shall invoice the Customer for the price of the Goods, packaging and delivery. All Goods remain the property of the Company until full payment of invoice price has been received and funds cleared. If the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.



6.2 The Company reserves the right at its discretion (exercisable at any time) to demand security for or vary the terms or method of payment before continuing with or delivering Goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer.

6.2 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise and payment shall be deemed made when the Company has received cleared funds in full.

6.3 If the Customer is late in paying any part of any monies due to the Company under the Contract or any other agreement between the parties, the Company may (without prejudice to any other right or remedy available to it whether under the Contract or by any statute, regulation or bye-law) do any or all of the following:

6.3.1 Sell or otherwise dispose of any Goods which are the subject of any order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and

6.3.2 Suspend the performance of the Contract and any other agreement between the Company and the Customer until payment in full has been made.

6.4 A non-refundable deposit of 50% of the total value must be paid excluding VAT, delivery and packaging. Your order will not be processed until we receive your deposit. The remaining balance is due once we find out that a delivery can or has been scheduled with you. Your Order will not be released for delivery until it is paid in full including delivery and packaging.

6.5 Payments shall be made to the Company in Pounds Sterling and is acceptable by cheques, postal orders or Bank Transfer. Paying by cheque may delay the processing of the Customer order as the Company wait for the cheque to clear. The Customer's bank account card details will not be seen or held by the Company. Cash on Collection acceptable as well.

7. Delivery

7.1 Delivery of the Goods shall be made by the Company delivering the Goods to the place in the United Kingdom or outside the UK as specified in the Customer's order and/or the Company's acceptance as the location to which the Goods are to be delivered by the Company.

7.2 If the delivery address is outside the UK the Customer is liable for all import duties and procedures.

7.3 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Customer in writing. The Goods may be delivered by the Company in advance of the Delivery Date upon giving reasonable notice to the Customer.

7.4 The Company reserves the right to make deliver by instalments and tender a separate invoice in respect of each instalment. Failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.



7.5 If for any reason the Customer will not accept delivery of any of the Goods when they are ready for delivery or the Company is unable to deliver the Goods on the Delivery Date because the Customer has not provided any appropriate instructions, documents, consents or authorization:

7.5.1 The Company shall be entitled upon given written notice to the Customer to arrange for the storage of the Goods and then notwithstanding risk in the Goods shall pass to the Customer, (including for loss or damage caused by the Company's negligence);

7.5.2 The Goods shall be deemed to have been delivered

7.5.3 The Company may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses including storage and insurance charges arising £ 7.50 per day per order, if the Customer are unable to make delivery arrangements within 14 days notification.

7.5.4 without prejudice to the Company's other rights and remedies, the Company may cancel the Contract and sell the Products and/or be indemnified by the Customer for all losses, liabilities, costs, charges and expenses suffered or incurred by the Company as a result of the Customer's failure or delay in accepting delivery.

8. Cancellations

This Agreement between the Customer and Cozy Bay Ltd concerning the purchased products may not be revoked or canceled by you. All sales are final with no refunds. Cozy Bay Ltd may in its sole discretion permit the Customer to cancel your Order provided it has not already been shipped from the manufacturer.

9. Return Policy

Faulty Goods

9.1 If the Customer discovers the Goods are faulty, The Customer must notify the Company of the defect within 7 days of the date of delivery or within a reasonable period of time of discovery (if the defect was not readily apparent).

9.2 The Company may inspect the Goods, either by:

9.2.1 Asking the Customer to return the Goods to the Company; or

9.2.2 By sending a nominated person to inspect the Goods in Your possession to assess whether the Goods are faulty.

9.3 If the Company agrees with the Customer that the Goods are faulty, and that the fault was not caused by the Customer neglect or misuse of the Goods, We will, at the Customer choice, replace, refund or repair (if possible) the faulty Goods at no cost to the Customer. The Company will refund any reasonable costs the Customer prove



that the Customer have incurred in returning the faulty Goods to the Company. The Company recommends that the Customer keep postal receipts for this purpose.

Incorrect Goods

9.4 If the Company sends the Customer incorrect Goods, the Customer must notify the Company as soon as the Customer discovers the mistake and within a reasonable period of time.

9.5 The Company will either:

9.5.1 Arrange for the Company carrier to collect the Goods from the Customer; or

9.5.2 Ask the Customer to return the Goods to the Company by Courier Company.

9.6 The Company will either, at the Customer choice:

9.6.1 Send the Customer the correct items as soon as possible after receipt of the returned Goods; or

9.6.2 Refund the price of the Goods and delivery

10. Confidentiality, Publications and Endorsements

10.1 The customer undertakes to the company that:-

(a) The customer will regard as confidential the contract and all information obtained by the customer relating to the business and/or products of the company and will not use or disclose to any third party such information without the company's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the customer's default;

(b) The customer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the company is licensed to use or which is owned by the company upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever including websites unless such use shall have been previously authorised in writing by the company and (where appropriate) its Licensor;

(c) The customer will not reproduce images of products for publicity purposes on websites, television advertising or any printed material unless such permission including the correct credits shall have been previously authorised in writing by the company and (where appropriate) its Licensor;

(d)The customer acknowledges that, save for the rights granted to it under this Contract, it shall gain no title, right, or interest in the trade marks, that all goodwill therein vests in the company.



(e) The customer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

This Condition shall survive the termination of the Contract.

11. General

11.1 Cozy Bay Ltd is not responsible for any inaccurate items or model numbers being provided by the Customer. The Customer acknowledges that they have seen or inspected the type, manufacturer, quality of manufacturer and style of furniture they are purchasing from Cozy Bay Ltd. Cozy Bay Ltd does not guarantee or warranty the type, color or style of the furniture the Customer chooses. On any furniture warranty or repair requests, the Customer must e-mail or mail pictures to Cozy Bay Ltd clearly showing the nature of the defect.

11.2 All third party rights are excluded and no third party shall have any right to enforce this Agreement.

11.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.4 No waiver by the company of any breach of the Contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.6 The Contract shall be governed by the laws of England and the English courts shall have exclusive jurisdiction.

These are the only terms and conditions in which COZY BAY LTD will supply products, is where buyer's terms are inconsistent with these, our terms shall take precedent.

Orders/Cancellations/Deliveries

Once you have ordered goods that are classified as specials and have to be imported for the buyer we quote up to a maximum of 20 weeks for delivery.

No cancellations are acceptable after 14 days of the order and goods must be paid for in full.



COZY BAY LTD reserves the right to make part delivery of order. Out of stock items will be treated as back orders unless cancelled in writing by the buyer.

All back orders will be delivered once when stocks have arrived.

COZY BAY LTD reserves the right to cancel any order. Although we cannot specify the precise date or time of delivery at the time you place your order, you will be given an approximate delivery date. As a guide all orders are delivered with a minimum of 14 days mainland if in stock, and up to 12 weeks when out of stock. No minimum order value but a Carriage Charge of £25 applied to all orders in England, and £45 on all orders to Scotland and Wales.

Carriage Charge to Northern Ireland and Republic of Ireland at Cost Price per pallet – advisable upon receipt of order

Customers must have good access to get a delivery vehicle within close proximity to the delivery point. Drivers are unaccompanied and in the case of larger and heavier pieces of furniture they will require assistance with unloading. Drivers cannot leave vehicles unattended, so please do not expect them to take items to upstairs storeroom, cellars or alternative storage.

It is not always possible to state exact delivery times but we can usually inform you of the day and whether morning or afternoon (drivers have mobile phones and are in daily contact with the office).

Terms of Payment:

Unless you have entered into a separate credit agreement, payment of total price less any deposit is payable on delivery, cash on delivery, bank draft, building society cheques or credit/debit card or we will be unable to deliver to you. Late payments will be subject to late fees at the rate of 4% (four percent) above the base rate of HSBC Bank. Returned/bounced cheques will incur £30.00 handling charge, and may result in future transactions being conducted on a cash payment basis, prior to delivery or either via credit card (charge of 2.0% (two percent)) will apply or by bank transfer into COZY BAY LTD Bank account.

Accounts whereby payment has been arranged and payment is not available, goods will not be left and a charge of £50 will be levied for the inconvenience of an aborted delivery. Title of goods passes to the purchaser only upon receipt of payment in full to COZY BAY LTD.



Returns/ Damages/ Discrepancies

We regret that items cannot be exchanged, please ensure that what you select is correct. The majorities of our products are handmade and consequently have minor variations which are an intrinsic part of their charm. These are not defects, and we regret such complaints will not be accepted. Damages and discrepancies on delivery must be notified in writing either on the day, with duplicated paperwork supplied by the driver or by fax /letter with appropriate information and accompanied by photo where appropriate within 7 days. Items returned to our driver must be accompanied by a fully completed returns note, which is obtainable from the driver and must be signed by the driver and buyer.

If buyer requires replacement goods whilst a claim is being inspected and are not returned to COZY BAY LTD., The buyer shall purchase said goods. If COZY BAY LTD accepts the buyers claim, then the buyer shall receive full or part credit note against the claim. Under no circumstances shall COZY BAY LTD be liable for loss of profits or economic loss.

International Ltd is liable for loss of profits or economic loss.

We will not accept returned items with price labels that have been clearly on sale. Damaged items being returned, if not put back into their original packing and are accompanied with stock item number/invoice and date specified will not be uplifted, and failure to comply with this procedure will result in items not being credited or replaced.

Please take note that there is no exception to this rule

Storage:

It is our policy to deliver goods to you as quickly as possible. In return we expect you to assist us to arrange the delivery date promptly once you are advised that the goods are available. We would normally expect you to confirm with us a mutually acceptable date for delivery within 14 days of you being notified that goods are available for dispatch. The result of non arrangement of delivery will result in unnecessary delay and additional storage costs, which we can charge to you for storage and insurance of the goods you have ordered currently being £7.50 per day per order, if you are unable to make delivery arrangements within 14 days of notification. If this charge is imposed we will provide you with an invoice. Any charge for storage and insurance will be subject to the terms of payment.



Throughout these terms and conditions none shall in full or part override or affect your statutory rights especially in accordance with the sale of goods act.

EXCLUSIVITY:

COZY BAY LTD reserve the right to grant exclusivity on items or ranges for certain geographical areas and reserve the right to cancel exclusivity at any time

All furniture and accessories sold that is intended for domestic use. We cannot accept responsibility if used for contract or commercial use.

The COZY BAY LTD reserves the right to increase prices on imported goods at short notice if appropriate.