

**ILVA REVISED TERMS AND
CONDITIONS - DATE 25 JUNE 2008**

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

“Buyer” means the person, firm or company who purchases the Goods from ILVA;

“Contract” means any contract between ILVA and the Buyer for the sale and purchase of the Goods, incorporating these conditions;

“Goods” means any goods agreed in the Contract to be supplied to the Buyer by ILVA (including any part or parts of them);

“ILVA” means ILVA Furniture Ltd (in Administration), 1210 Arlington Business Park, Theale, Reading, RG7 4TY, Registered Number 04645562;

“ILVA Store” means any stores or premises of ILVA where the Goods are sold; and

“ILVA Website” means
www.ilva.co.uk.

2. APPLICATION OF TERMS

2.1 Subject to any variation under clause 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the purchase order, confirmation of order, specification or other document shall

form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all ILVA’s sales and the Buyer and an authorised representative of ILVA must execute any variation to these conditions. If the Buyer is a consumer, nothing in this contract will affect or restrict the consumer’s statutory rights.

3. DESCRIPTION OF THE GOODS

3.1 The quantity and description of the Goods shall be as set out in ILVA’s quotation or acknowledgement of order.

3.2 All descriptions, specifications and advertising issued by ILVA or contained in ILVA’s catalogues or brochures are issued for the sole purpose of giving an approximate idea of the Goods described in them.

4. OWNERSHIP OF GOODS

4.1 The Goods remain the property of ILVA until the Buyer has paid for them in full. Until the property in the Goods passes to the Buyer, ILVA may request from the Buyer, with reasonable notice, the return and delivery up of the Goods. Should the Buyer fail to comply with such a request, ILVA will take legal proceedings to recover the Goods or their value.

4.2 Where Goods are made to order, or are out of stock and have been ordered, ILVA will contact the Buyer when the Goods arrive at the ILVA warehouse.

4.3 No delivery will be made if there is an outstanding balance due on the order.

5. DELIVERY

5.1 ILVA shall use its reasonable endeavours to meet any estimated

delivery date. However, if unforeseen circumstances beyond the reasonable control of ILVA arise, ILVA will contact the Buyer and agree an alternative date.

- 5.2 Delivery prices are based on a set rate, which is dependant on the postal code the Goods are being delivered to.
- 5.3 The Buyer is required to ensure that access for the delivery of Goods to the Buyer's desired location is suitable and that there is safe access from the public highway to the place of delivery. If the ILVA delivery team considers the access unsafe or not suitable, the Goods will not be delivered. If delivery is deemed not suitable or unsafe on the agreed delivery date, ILVA will be entitled to rearrange an alternative delivery date.
- 5.4 If ILVA attempt to make a delivery at a day and time agreed with the Buyer and no one is present to receive the Goods, ILVA will contact the Buyer and agree an alternative date.
- 5.5 If ILVA is denied access or is unable to make a delivery due to the circumstances in clauses 5.3 and 5.4, ILVA may claim any reasonable costs for a repeat delivery from the Buyer.
- 5.6 Should ILVA accidentally damage Goods in the course of the delivery the liability of ILVA for that damage will be limited to the repair, replacement or refund of the Goods or the value thereof.
- 5.7 Any claim by the Buyer for compensation for damage caused by ILVA must be notified to ILVA as soon as practicable after the damage is discovered.

6. PRICE

- 6.1 All prices quoted for the Goods are in pounds sterling inclusive of any VAT payable. The price is the selling price of the Goods and does not include delivery charges which amounts the Buyer shall pay in addition when it is due to pay for the Goods. Every effort is made to ensure that prices shown for the Goods are correct when Goods are added onto the ILVA Website or in the ILVA catalogues. When purchasing from the ILVA Website the Buyer should always check the up to date price on the ILVA Website. If there is a difference between the price for an item in the ILVA catalogues and the ILVA Website, the online Buyer will be charged the price on the ILVA Website. When purchasing Goods in an ILVA Store the price for an item will be the price provided in that ILVA Store.
- 6.2 The price offered in respect of an item on the ILVA Website may differ from the price offered at the same time in ILVA Stores. If the Goods are ordered through the ILVA Website ILVA are under no obligation to honour any in-store price or promotion in the event that it differs from those on the ILVA Website or in the ILVA catalogues.
- 6.3 If, by mistake, ILVA have under priced any of the Goods, ILVA will not be liable to supply the Goods in question to the Buyer at the stated price, provided that ILVA notifies the Buyer before delivery of the Goods. In those circumstances, ILVA will notify the correct price to the Buyer who may then decide whether or not to order the Goods at that price. If the Buyer decides not to order the Goods, ILVA will give a full refund on any amount already paid for those particular Goods.

7. REFUND AND EXCHANGE POLICY

- 7.1 If the Goods are purchased at an ILVA Store, there will be no option to return the Goods unless ILVA is in breach of its obligations to the Buyer.
- 7.2 Subject to clause 7.3 if the Goods are purchased at a distance within the meaning of the Consumer Protection (Distance Selling) Regulations 2000, the Buyer may within 7 working days of delivery cancel this contract via notice to the ILVA Customer Services Department and require ILVA to refund the price paid for the Goods inclusive of the delivery charges. The Buyer must keep the Goods in good condition and within 28 days return the Goods at its own cost to ILVA or at ILVA's request make the Goods available for collection and pay ILVA's reasonable costs of collection. The Buyer must also pay to ILVA any difference between the value of the Goods when returned and the actual price paid for the Goods.
- 7.3 Where Goods are made to order the Buyer cannot cancel an order unless the Buyer pays any losses and costs suffered by ILVA because of the cancellation. If ILVA cancels the contract ILVA will pay any losses or costs suffered by the Buyer because of the cancellation.
- 7.4 Where Goods are made to the Buyers individual requirements the Buyer cannot cancel an order unless ILVA is in breach of its obligations to the Buyer.
- 7.5 All statutory rights remain relating to faulty or misdescribed goods. For further information about statutory rights, please contact the local authority Trading Standards Department or Citizens Advice Bureau.

8. LIMITATION OF LIABILITY

- 8.1 It is recommended that the Buyer inspects the Goods and satisfies themselves of their suitability and satisfactory quality.
- 8.2 Nothing in the Contract excludes or limits the liability of ILVA:
- 8.2.1 for death or personal injury caused by ILVA's negligence;
 - 8.2.2 under section 2(3), Consumer Protection Act 1987; or
 - 8.2.3 for any matter which it would be illegal for ILVA to exclude or attempt to exclude its liability; or
 - 8.2.4 for fraud or fraudulent misrepresentation.
- 8.3 ILVA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the total amount paid for the Goods by the Buyer.
- 8.4 ILVA shall not be liable for any losses suffered by the Buyer, which at the time the Buyer makes the relevant order are not a foreseeable consequence to both ILVA and the Buyer of any breach of this Contract.
- 8.5 ILVA shall not be liable to the Buyer if unable to carry out any provision of the Contract for any event beyond the reasonable control of ILVA.

9. EXCLUSION OF WARRANTIES

- 9.1 All representations, warranties, conditions and terms (except as expressly provided herein), are expressly

excluded upon, and in relation to, the sale of goods by ILVA. This does not affect the Buyers statutory rights.

10. DATA PROTECTION

10.1 Information about the Buyer provided under the Contract, in any order or by third parties will be used by ILVA:

10.1.1 to complete the Contract in and ensure that any further services offered are appropriate for the Buyer;

10.1.2 to disclose information to third party agencies for credit checking purposes or to assist recovery procedures should a breach of contract occur (such information may be shared with other organisations for the same purpose) and carry out automated credit risk checks; and

10.1.3 in accordance with the prior written consent of the Buyer to keep the Buyer informed about the products and services offered by ILVA.

10.2 The Buyer may opt out of any consent provided under clause 10 and may contact ILVA at the ILVA Customer Services Department on telephone number 0845 245 8285 or by email at customerservice@ilva.co.uk.

11. ASSIGNMENT,NOTICES AND GENERAL PROVISIONS

11.1 The Contract is personal to the Buyer, who may not assign it without the prior written consent of an authorised representative of ILVA.

11.2 If any part of the Contract shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable

from the Contract and shall not affect the validity and enforceability of any remaining provisions of the Contract.

11.3 A person who is not a party to this Contract has no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any remedy or right of a third party which exists or is available apart from that Act.

11.4 The Contract is governed by English law and any dispute concerning the contract will be subject to the non-exclusive jurisdiction of the English courts.

12. LEGAL INFORMATION

12.1 The affairs, business and property of ILVA Furniture Limited (in administration) are being managed by Peter Saville, Simon Appell and Anne O'Keefe, Insolvency Practitioners of Kroll Limited, who were appointed joint administrators of ILVA Furniture Limited on 25 June 2008 ("the **Joint Administrators**"). The Joint Administrators act as agents of ILVA Furniture Limited (in administration) and without personal liability.