

TANGRAM FURNISHERS LIMITED
TERMS AND CONDITIONS OF SALE ('TERMS')

1 OUR CONTRACT WITH YOU

1.1 These Terms apply to all goods and/or services supplied by Tangram Furnishers Limited (Registered Number SC 240957) having its Registered Office at 33/37 Jeffrey Street, Edinburgh, EH1 1DH ("We/Our/Us/Tangram") to you ("you/your") but only if you are a Consumer. Unless We agree otherwise in writing, these Terms and this contract are governed by Scots law and no-one other than you shall have any rights under this contract because the application of the Contract (Third Party Rights) (Scotland) Act 2017 is excluded.

1.2 When any of the following words with capital letters are used in these Terms, this is what they mean:

Event Outside Our Reasonable Control: is defined in clause 10

Consumer: an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession

Goods: the goods We are selling to you as set out in the Order;

made to your specification: any Good which is made-to-measure, customised, created or otherwise made or specially ordered to meet your personal specification;

Order: your order for the Goods and/or Services;

Services: the services We are providing to you as set out in the Order;

Terms: the terms and conditions set out in this document.

1.3 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say or agree otherwise.

1.4 When the context so requires, the singular will include the plural and the male shall include the female and non-binary genders.

1.5 Before you pay any deposit to account of your Order, please ensure that you read these Terms carefully, and check the details on the Order and these Terms are acceptable. If you think there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us. **Your attention is drawn particularly to clauses 1.6 (when any contract is made), 2 (Change Rights), and to clauses 3, 4 and 5 (price, payment dates, interest and delivery and installation arrangements). For details of any contractual or statutory rights you may have to change or cancel either the Order or the contract, see clauses 2, 3 and 6. For Events Outside Our Reasonable Control see clause 10. For the limitations on our liability to you, see clause 9.**

1.6 As further explained in clause 2, if We are unable to supply you with the Goods and/or Services per your Order, We will inform you of this in writing (where possible) and We will not process the Order. Otherwise, these Terms will become binding on you and Us and the contract between us will be made when We issue you with an invoice and you have paid the deposit.

1.7 How to contact Us.

- (a) If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0131 556 6551 or by e-mailing Us at info@tangramfurnishers.co.uk.
- (b) If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel any contract for Services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to Tangram Furnishers Limited at 33/37 Jeffrey Street, Edinburgh, EH1 1DH or info@tangramfurnishers.co.uk. We will confirm receipt of this by contacting you in writing.

1.8 How We may contact you.

If We have to contact you We will do so by telephone or by writing to you at the email address or postal address you have provided to Us in writing, typically in your Order.

1.9 Our Goods

- (a) Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK.
- (b) The images of the Goods on Our website and in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods.
- (c) Certain Goods are made from natural products, which means that natural variations can occur (such as differing grain colours or knotting in wood). Your Goods may therefore vary slightly from those promotional or display images. If you are provided with a sample colour/piece, you agree you will have checked the sample in different lighting conditions before placing your Order.
- (d) Although We will endeavour to be as accurate as possible in relation to compliance with your specifications, you understand any Goods that are handmade have a 2% tolerance in relation to all the sizes, weights, capacities, dimensions and measurements, if any, indicated in Our website catalogue or brochure.

2 OUR CHANGE RIGHTS

2.1 Without changing the price, We may change the Order as follows:

- (a) if any Goods are unavailable, We will offer you the option of placing a different Order for replacement Goods or cancelling your Order. If you cancel in either set of circumstances, We will refund any deposit or sum already paid. However, neither you nor Tangram will be liable to each other for any other costs or losses incurred as a result of the cancellation.

- (b) if mandatory changes in the relevant laws and regulatory requirements require such changes, in which case We will inform you of the change as soon as practicable and in any event within 1 calendar month; or
- (c) in order to make minor technical adjustments and improvements.

2.2 Other Changes

In any other case, We may propose changes to these Terms or the Goods and Services. However, you will not be bound to accept any such changes and, if we are unable to reach agreement on the proposed changes or on withdrawing the proposed changes, you may cancel the contract before the changes take effect and receive a refund for any Goods or Services paid for but not received.

3 PRICE OF GOODS/VAT

3.1 Every effort is made to ensure that supplier prices shown on Tangram's invoice are correct at the time you place your Order and that the Goods are available. If the price is more than was shown on our original invoice, Tangram will offer you the option of reconfirming your Order at the correct price or cancelling your Order.

3.2 In addition to the price, you may be required to pay a delivery charge (if the Goods are to be delivered) and/or an installation charge (if the Goods are to be installed). Any such charges will be specified in Tangram's invoice.

3.3 Unless otherwise stated in the invoice, the price of the Goods and any delivery and/or installation charges are inclusive of VAT.

4 PAYMENT AND INTEREST

4.1 Payment will due and be made as follows:

- (a) a deposit of 50% of the price of the Goods on Tangram issuing the invoice for the Order;
- (b) the balance when You are advised by Tangram that the Goods are available for collection and/or delivery and/or installation, as the case may be; but
- (c) in the case of products bought from the shop floor and ex display items, full payment for the price of the Goods shall be required at the time of purchase.

4.2 Tangram shall, without limiting any other rights or remedies Tangram may have under these Terms or at common law, be entitled to charge you interest on any outstanding balance at two per cent per year over the base rate of the Bank of England.

4.3 No payment shall be deemed to have been received until Tangram has received cleared funds.

4.4 Without limiting any other rights that Tangram may have, if you do not pay Tangram on the due date, Tangram may suspend collection and/or delivery and/or installation of the Goods or suspend or cancel any other outstanding orders until you have paid the balance due.

5 DELIVERY AND INSTALLATION

5.1 Unless otherwise specifically requested by you and agreed by Us, We will only process your order on payment of the deposit .

5.2 Please note that timescales for delivery and delivery charges, as well as installation and installation charges, will vary depending on the availability of the Goods and your address.

5.3 When Tangram notifies you that the Goods are available, you will either (a) collect the Goods at the address notified to you by Us (either at Tangram's premises in Jeffrey Street or at its warehouse at 11 Granton Square, Edinburgh) or (b) if the Goods are to be delivered and/or installed, you will accept delivery and/or installation at the address on the invoice. If you do not collect the Goods or accept delivery and/or installation of the Goods within a reasonable time of the Goods being available, Tangram will store the Goods until collection or delivery and/or installation takes place and may charge you a reasonable sum to cover the storage expenses and any insurance costs incurred by Us.

5.4 If your failure to collect or accept delivery and/or installation lasts for more than 30 days, you will forfeit the deposit and Tangram may, without limiting its other rights, and in addition to keeping your deposit, give you 7 days notice of its intention to resell or otherwise dispose of the Goods and may, after such resale or disposal, and without limiting its other rights against you, apply any proceeds of such resale to reduce (a) the amount still due and/or (b) any other losses caused by your failure to collect or accept delivery.

5.5 Unless we have agreed otherwise in writing by express reference to this clause 5.5, any collection or delivery and/or installation date discussed or provisionally agreed with you is an estimate only and is not guaranteed. If the Goods are likely to be delayed for any reason, Tangram will inform you and agree a different estimated delivery date.

5.6 You will become responsible for risk of loss or damage to the Goods upon (a) your collection of same or (b) delivery (as the case may be).

5.7 **You agree to inspect the Goods upon collection or delivery and inform Us in writing of any shortage, damage or apparent defect as soon as you can and, in any event, within THREE (3) days of collection or delivery.**

5.8 If the Goods are to be delivered and/or installed by Tangram, Tangram reserves the right, without limiting its obligations to you, to engage sub-contactors.

5.9 **If the Goods are to be installed by Tangram, you will:**

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- (a) provide Tangram with such advance information, instructions and/or materials as may be reasonably required to carry out the installation;
- (b) provide Tangram with such access to the installation address and to power and water as may reasonably be required in order to carry out the installation;
- (c) co-operate in assessing and minimising any health and safety risks;
- (d) unless we have otherwise agreed in writing by express reference to this clause 5.9, obtain and exhibit to Us any necessary licences, permissions and consents which may be required in connection with the installation;
- (e) ensure that any building and painting works are completed before We install the Goods; and
- (f) pay Us any additional costs we incur which result from your failure to comply with this clause 5.9.

If you fail to comply with any of the obligations in this clause 5.9, Tangram may, without limiting its other rights, suspend the installation until you do comply with the relevant obligations.

6 YOUR STATUTORY CANCELLATION/REJECTION RIGHTS

6.1 Your statutory rights to cancel, if applicable, and to a refund

- (a) Subject to clauses 6.4 (situations where you have no right to cancel e.g. for goods made to your specification) and 6.5 (**when your statutory right to cancel can be lost**), you will have a statutory right to cancel the contract within 14 days (the 'Cancellation Period') without giving any reason.
- (b) The Cancellation Period will expire after 14 days from the day:
 - (i) on which you acquire, or a third party (other than the carrier) nominated by you acquires, physical possession of the Goods; or
 - (ii) (in the case of a contract relating to multiple Goods ordered by you and delivered separately) - on which you acquire, or a third party (other than the carrier) as nominated by you acquires, physical possession of the last Good; or
 - (iii) (in the case of a Services contract), on which the contract was made.
- (c) To exercise your right to cancel you must inform Us of your decision to cancel this contract by a clear statement (for example by a letter sent by post, fax or email). You may, but are not bound to, use the Model Cancellation Form which is shown at the end of these Terms.
- (d) To meet the cancellation deadline, it is sufficient for you to send your communication regarding the exercise of your right to cancel before the Cancellation Period has expired.
- (e) If any of the Goods ordered by you form a commercial unit (a commercial unit is a unit that, if divided, would materially impair the value of the Goods or character of the unit), then you cannot reject or cancel the order for some of those Goods without also rejecting or cancelling the order for the rest of them.

6.2 Effect of cancellation

- (a) If you have the statutory right to cancel this contract and do cancel it, We will reimburse all payments received from you.
- (b) We may make a deduction from the reimbursement for:
 - (i) the loss in value of any Goods supplied, if the loss is a result of unnecessary handling by you;
 - (ii) any enhanced method of delivery of Goods and/or Services, if this method was chosen by you;
 - (iii) subject to clause 6.2(c), the cost of picking up/collection of any Goods and
 - (iv) an amount for the supply of the Service for the period for which it has been supplied in accordance with clause 6.3.
- (c) We will meet the costs of return for standard delivery or collection of any Goods where the Goods were delivered to your home and cannot, due to their nature, normally be returned by post. In the circumstances of standard or normal returns by post, you will meet the costs of the return of any Goods.
- (d) We will make the reimbursement without undue delay, and not later than:
 - (i) 14 days after the day We receive back from you any Goods supplied;
 - (ii) (if any earlier) 14 days after the day you provide evidence that you have returned the Goods; or
 - (iii) if no Goods were supplied/delivered, 14 days after the day on which We were informed about your decision to cancel the contract.
- (e) We will make the reimbursement to you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event you will not incur any fees for the reimbursement.

6.3 Request to begin performance of Services

If you decide to cancel during the Cancellation Period but after you have requested Us to begin the performance of Services, you shall pay to Us any amount which is in proportion to what has been performed up to when you communicated your cancellation of the contract to Us.

6.4 Situations where you have no right to cancel the contract

Due to the nature of certain contracts, you have no statutory right to cancel contracts in respect of:

- (a) the supply of Goods that are made to your specification;
- (b) on-premises contracts (e.g. Goods that are purchased by you in store); or
- (c) other goods or services where you have no statutory right to cancel the contract, whether in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or any other legislation.

6.5 How the right to cancel can be lost

- (a) You have no right to cancel the contract if you requested that the supply of the Service should begin during the Cancellation Period and it has been fully performed within the Cancellation Period;
- (b) In the case of any sales contract, you have no right to cancel if the Goods become mixed inseparably (according to their nature) with other items after delivery (for example, fitted wardrobes).

7 MEASUREMENT/PRE-INSTALLATION INSPECTION

- 7.1 If your property requires to be measured or otherwise assessed prior to the manufacturing and/or installation of the Goods, Tangram will be given reasonable access to obtain accurate measurements and assess and plan the required work prior to manufacturing or installation being instructed.

- 7.2 Tangram are not electricians, plumbers, joiners, builders, surveyors, architects or engineers and Tangram measuring or assessing the property does not confirm the Premises are free from defect or suitable for the installation. The purpose of any non-invasive or superficial inspection by Tangram or those instructed by Tangram is to endeavour to calculate manufacturing sizes and/or plan any installation. If you require the Premises to be surveyed e.g. to assess whether they are structurally sound, free from defect, capable of bearing any extra weight or otherwise suitable you should instruct an independent surveyor, architect, engineer or other relevant professional as appropriate.

8 USE OF INFORMATION

8.1 Data controller, type of data and storage

- (a) Tangram is a data controller in respect of any information you provide or that is obtained by Tangram in its dealings with you which may be held on Tangram's computers, paper files or in any other way.
- (b) We collect personal information to identify you as an individual, including: your name; contact information including mobile phone and email address; demographic information e.g. address, postcode, preferences and other information relevant to tastes, trends /or offers.
- (c) We will store the personal information for as long as is necessary in order to process the data (if you have not asked Us to send further details of Tangram's goods and services then We will only keep your data for 7 years).
- (d) We are committed to ensuring that your personal information is secure. In order to prevent unauthorised access or disclosure We have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal information We collect.
- (e) The majority of our data is obtained directly from you, usually after you have made an enquiry about our service. This typically includes enquiries in response to advertising, through our website or at our shop and at exhibitions.

8.2 Use and processing

- (a) Your personal information will be used to: (i) Perform the contract between Tangram and you and provide Tangram's Goods and/or Services, or to take steps at your request prior to entering into any contract. This may involve processing your payment for Goods and Services, and may be carried out using profiling and automated processing (by Tangram and third parties such as payment service providers). See clauses 8.3 and 8.5 for further details; (ii) Comply with legal obligations (including dealing with any claims by you or us under the contract); (iii) Protect vital interests (for example from a health and safety point of view in case of product failure); (iv) Perform tasks carried out in the public interest; and (v) Pursue the legitimate interests of Tangram. These interests include direct marketing, market and product analysis to enable Tangram to review, develop and improve the service it offers to you (automated processing and profiling may be used to fulfil these legitimate interests) and the establishment, exercise or defence of legal claims. For further details please see our privacy policy at <https://www.tangramfurnishers.co.uk/privacy-statement/>. Under the contract, We may require you to provide certain personal information, and any failure to do so may mean We are unable to perform your contract or carry out another of the purposes listed above.
- (b) Aggregate information which does not reveal your identity will be used for market and product analysis generally (this may involve automated processing).
- (c) The majority of personal data will be processed within the UK, EU or other EU approved/whitelisted locations/sectors unless the transfer is (a) made with your prior consent; (b) necessary for the performance of a contract between you and Tangram or for pre-contractual steps taken at your request; (c) necessary for the performance of a contract made in your interests between Tangram and another person; (d) necessary for the establishment, exercise or defence of legal claims or where any other legislative exception to the general prohibition on transfers of personal data outside the EU applies; (e) given an adequate level of protection as approved by the European Commission; (f) is part of the specific contracts approved by the European Commission which gives personal data the same protection it has in Europe; or (g) to a provider in the USA that is registered with the Privacy Shield.
- (d) We use MailChimp (Trading as the Rocket Science Group LLC) for our email newsletter, Outlook 365 for our emails (which is part of the Microsoft Corporation), HubSpot Inc for our database management, and QuickBooks (Intuit Inc. and Quincy Data Center LLC,) each of which are based in the USA and registered with the Privacy Shield. You can view the privacy policy for each company on their websites.

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8.3 Marketing and withdrawing consent

- (a) If you agree, Tangram may inform you (by post, telephone, e-mail, SMS text or otherwise) about other Tangram goods and services which may be of interest to you. Your details will not be passed to third parties for marketing purposes.
- (b) Marketing under clause 8.3(a) will not happen if you have not given or give but later withdraw your consent (you can contact us at any time to withdraw your consent). Tangram do, however reserve the right to contact you by post, telephone, email, SMS text or by other means in connection with the Goods and Services We are contracted to provide to you.

8.4 Other rights in relation to your data

- (a) You have a right to object to Tangram processing data in certain circumstances, including:
 - (i) for direct marketing purposes;
 - (ii) for scientific or historical research purposes or statistical purposes
 - (iii) processing, including any profiling or automated processing on legal grounds;
 - (iv) processing which is necessary to perform a task in the public interest;
 - or (v) processing which is necessary for Tangram's or a third party's legitimate interests.
- (b) If Tangram receives a notice of objection from you, it will stop processing your personal data for the purposes within clause 8.4(a) that are objected to, unless either: (i) there is a compelling legitimate ground for processing the personal data that overrides your interests; or (ii) the processing is necessary to establish, exercise or defend legal claims.
- (c) You also have rights to request from Tangram access to and rectification or erasure of personal data or the restriction of processing concerning your data, as well as the right to data portability in accordance with current legislation.
- (d) You may lodge a complaint with the Information Commissioner if you are unhappy with the way your data has been treated.

8.5 Data passed to selected third parties

- (a) To comply with legal obligations. We may disclose your data to comply with any legal obligation, to enforce our contract, to comply with local authority requests or those of health and safety personnel; or to protect the rights, property or safety of Tangram, our customers or others.
- (b) Business partners. This means agents, suppliers, contractors and sub-contractors for the performance of any contract We enter into with them or you. For example payment service providers (who will process your payment), technology suppliers (who provide server access and general IT support), or data base processors, newsletter apps, outsourced customer care agents who may need access to your information in order to perform their services. Your information will be treated as private and confidential and will not be used for any purpose other than the purpose which is authorised by Us.
- (c) Sale/acquisition. If Tangram or substantially all of its assets are acquired by a third party, personal data held by Tangram about its customers may be one of the transferred assets.

9 LIMITATION OF OUR LIABILITY

9.1 If We are installing the Goods and/or providing Services in your property

We will make good any damage to your property caused by Our negligence in the course of the installation or performance of the contract. However, We are not responsible for the cost of repairing any defects in or damage to your property that We discover in the course of any inspection, installation and/or performance by Us.

9.2 We only supply the Goods and/or Services for domestic and private use.

You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We will have no liability to you or anyone else for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

10 EVENTS OUTSIDE OUR REASONABLE CONTROL

10.1 Neither you nor Tangram will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by events outside our reasonable control ("Event Outside Our Control").

10.2 **An Event Outside Our Control includes** any act, event, non-occurrence, omission or accident beyond our control and includes for example (without limitation) the following:

- (a) strikes, lock outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) loss or damage in transit including the loss or delay of trains, ships, aircraft or motor transport;
- (f) legislation in any way relating to BREXIT or any other legislation affecting the Goods and Services which is enacted after the contract is made; or
- (g) impossibility of the use of public or private telecommunication networks.

10.3 Our respective obligations under these terms shall be suspended while the Event Outside Our Control continues. We will both co-operate and take reasonable steps to limit the adverse effects of the Event Outside Our Control or to find a solution by which our obligations under these Terms or an agreed replacement set of terms can be performed despite the Event Outside Our Control.

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Model Cancellation Form

To: Tangram

email address: info@tangramfurnishers.co.uk – telephone number: 0131 556 6551 –

Tangram Furnishers Limited

33/37 Jeffrey Street

Edinburgh

EH1 1DH

I/We[*] hereby give notice that I/We[*] cancel my/our[*] contract of sale of the following goods[*]/for the supply of the following service[*].

Ordered on [*]/received on [*].

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate