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TERMS AND CONDITIONS

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

M Jannet J is a retail manufacturer of sofas, cushions, leather hides and other products via the internet online company selling sofas, cushions in the United Kingdom exc. The ROI. This website www.mjannetj.com is operated by M Jannet J Limited. Throughout the site, the terms “we”, “us” and “our” refer to M Jannet J. M Jannet J offers this website, including all information, tools and services available from this site to you, the user, (“buyer”) conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/, or contributors of content.

Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer. These Terms and Conditions shall apply to all contracts for the sale of Goods by the M Jannet J’s to the Buyer and shall prevail over any other documentation or communication from the Buyer. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the M Jannet J’s.

1. TERMS

1.1 All items on the website are subject to availability, M Jannet J cannot guarantee they are in stock at the time of placing your order.

1.2 Any new features or tools, which are added to, the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page.



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

1.3 We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.4 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 7 working days.

1.5 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the 'checkout' section.

2. YOUR ACCOUNT

2.1 To order online you must first register for a free account and agree to be responsible for your login credentials and for keeping your information accurate.

2.2 You are responsible for any activity resulting from the use of your login credentials on the Service.

2.3 You represent and warrant that the personal data you provide to the Company will be true, accurate, current, and complete.

2.4 To use the Service, you may need to login by providing a username, password, and mobile phone number or home number.

3. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

that all information in the Service or on any related website has been modified or updated.

4. ORDERS

4.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the M Jannet J's. We may choose not to accept an order for any reason.

4.2 M Jannet J's reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The M Jannet J's shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

4.3 M Jannet J's reserves the right to withdraw any Goods from the Website at any time.

4.4 M Jannet J shall be responsible for delivery of goods to the customer and all customer service in connection with the goods.

4.5 M Jannet J guarantees product marketability and order quantity on hand at time of Effective date.

4.6 M Jannet J guarantees to ship all ordered products even the customized products within 6-8 weeks from when the order is placed if item is in stock.

4.7 M Jannet J provides computerized images of the product with full description of the product ordered; images may not depict the actual size, color or dimensions of the product purchased by the buyer.

4.8 M Jannet J guarantees any price change will be made at least 30 days in advance notice to the purchaser.

4.9 Buyer reserves the right to reject, any product that does not conform to the agreements set forth in this Agreement.

4.10 After the order is received the M Jannet J's shall confirm by email the details, description and price .

4.11 If you find that you need to change your order pre delivery you may do so free of charge only if it is made within 48 hours of purchase. Please contact us to effect such changes. After 48 hours, there will be a cancellation/administration charge of 30% for each item that you wish to



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

change on your order. This cost covers any charges incurred by M Jannet J for processing, transporting, restocking, and/or manufacturing costs with M Jannet J.

5.PRICE

The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT. The price includes delivery charges unless otherwise stated

The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

6.PAYMENT

Buyer shall make all payments to the M Jannet J through a secure online credit and/or debit card system.

Payment of the price inclusive of VAT and delivery charges must be made in full at the time of order and before dispatch of the Goods.

7. DELIVERY

7.1 All orders for delivery to addresses within mainland UK are delivered free of charge, except to PH, PA, IV, KW and AB postcodes where a charge of £85 will be added.

7.2 When you place an order, you will be asked to confirm the earliest possible date that you can accept delivery of your furniture. We refer to this as your Customer Deliver Date (CDD) date. Once this date is set, it cannot be amended under any circumstances, as our supply chain is reliant on it. In setting an CDD date, you agree to accept your furniture within 7 days of your goods becoming available for delivery.

7.3 If you are unable, for whatever reason, to take delivery of your Goods on the confirmed delivery date, we reserve the right to charge you £95 for any subsequent deliveries also

7.4 Generally, where an order contains more than one item, all items will



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

be delivered at the same time once all items are available. Should the Buyer request a part delivery, the M Jannet J's reserves the right to take payment, not usually exceeding £95, for the part delivery

7.5 A Standard Delivery is a delivery made Monday to Friday to a ground floor room at an address in mainland UK. Deliveries to remote Scottish regions may incur an additional delivery charge, which will be advised on the order confirmation or by telephone.

7.6 Goods supplied to mainland UK will normally be delivered from stock within 7-14 days, depending on location, or within the quoted lead time submitted at the acceptance of order for goods manufactured to your specific requirements unless advice of other delivery dates have been advised at the time of order. Please call for availability of stock items.

7.7 Delivery to port: Goods supplied outside mainland UK, normally delivered from stock within 7-14 days, or within the quoted lead time submitted at the acceptance of order for goods manufactured to your specific requirements unless advice of other delivery dates have been advised at the time of order. We will deliver free of charge to a nominated mainland UK address e.g. a port. The onward shipping of the goods will be the responsibility of the customer from that point and all goods received at the nominated port must be inspected and signed for by the customer or their representative prior to onward shipping.

7.8 Delivery date not met: Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date. M Jannet J's shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the M Jannet J's shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

7.9 Occasionally, delivery of goods can be delayed. This can be due to production issues, shortage of raw materials, a quality failure of components or materials or delays in shipping. In all of these cases we will endeavour to provide regular updates on progress. M Jannet J operates a unique on time delivery guarantee. This means that if your delivery extends greater than 7 days past agreed CDD you will be automatically entitled to a £50 reduction in your order value as part of our confidence and commitment to delivering your goods ahead of or on time.

7.10 If delivery is delayed or forecast to be delayed for a prolonged period, we will offer the option of re-selection to an alternative product.

7.12 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

7.13 The goods will be delivered into the room that you have selected. Good clear access should be provided from the outside of the property into the room prior to the delivery team's arrival. All ornaments, pictures, and furniture items that could restrict the delivery process should be removed.

7.14 Our deliverymen only make delivery to the ground floor.

7.15 Health and safety regulations dictate that the delivery team must wear the appropriate footwear at all times.

7.16 If the customer is not sure whether or not the furniture can be delivered properly without damage they have the option to request an Access Inspection Report, this will incur a cost that is payable prior to or at the time of the visit.

7.17 The Access Inspection are indicative only and do not guarantee that the Goods can be delivered to the premises and into the room as requested. The access request fee is none refundable and is still payable if the order is not proceeded with.

7.18 In the event you do not order an Access Inspection Report and the delivered item will not go into the property then an additional delivery charge will be made for the re-delivery.

7.19 If after assessing the access into the property, the delivery team conclude that the furniture can be delivered but not without coming into contact with walls, woodwork, etc. the delivery can be rearranged until alternate access can be provided, or by signing a disclaimer, the delivery team can proceed with the delivery.

8. STORAGE FEES

8.1 Should your goods arrive prior to your CDD, we will store your furniture up to that date and 7 days beyond, free of charge. If you cannot accept delivery 7 days after your CDD, you will incur automatic storage charges.

8.2 Due to warehouse storage constraints. Excess storage is calculated as a daily charge. Storage is available for a maximum of 21 days only, which consists of 7 days free storage and a maximum of 14 days chargeable.

8.3 Storage charges must be paid in advance, with a delivery date set within the 21-day limit at the point of payment. Goods exceeding the maximum storage time or without payment for storage after the first 7 days will be restocked for resale. Goods restocked for resale will fall under the



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

rules for cancellation. Please see the 'Cancellation' section for further information on cancellation charges.

8.4 Goods restocked for resale will be subject to any storage charges outstanding, which will be chargeable on top of any cancellation charges. Goods restocked for resale may require re-ordering as new from the M Jannet J once all charges are paid in full. We recommend that where extended storage is required that it will be more cost effective to arrange delivery and self storage than to use our storage services.

9.DAMAGE

9.1 Delivery of large and irregularly shaped furniture including sofas can be very difficult in many homes. There are often narrow doors, corridors, and obstacles that restrict access and make installation difficult. Our delivery teams are trained to install your furniture successfully into your home without damage to either the furniture or your home. They will normally install it in a trouble free way and often against the odds, without incident. Inevitably, there will be occasions where fragile furniture is slightly or superficially damaged during installation. This is quite common and in order to provide for it, our teams carry spares for all of the furniture being delivered. They are also trained in and carry "first aid" equipment that can resolve most delivery issues such as scuffs on leather, transit marks and creases as well as many other minor issues.

9.2 In the unlikely event that a delivery team cannot resolve an issue, it will be reported to our in house service team who will usually be able to resolve it quickly and easily with a technician call out to your home.

9.3 When safely installed, it will not be subject to further risk and we find that most often, the cause of any initial damage to the original product will ironically re-occur with a replacement, incurring long delays in the process. With this in mind, we find that replacement is not usually an effective solution unless it can't be avoided and we are confident in our technical team to correct any issue within your home to your full satisfaction. We ask you to consider this when making any such replacement request.

9.4 By accepting installation you acknowledge that you understand the risks to both the furniture and your home during installation. This means that it is your responsibility to ensure our delivery teams have easy access to your room of choice and that the route is clear and free from any obstruction. Our delivery team will exercise to you reasonable care when installing furniture in your property.

9.5 The M Jannet J's and the delivery company will not be liable for any



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

damage to any internal fittings and fixtures, once the goods have entered the Buyer's address.

9.6 Risk in the Goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.

9.7 It shall be your responsibility at your own cost to insure the goods in their full reinstatement value against all usual risks and to properly keep them until title has passed.

9.8 In order to reach you, your furniture has usually been through many processes and risks. It has been manufactured, loaded and unloaded several times, shipped and handled many times. It then faces its greatest moment of risk of damage during delivery and installation, so finally getting it into your chosen room means it is now safe and unlikely to be damaged. This is why it is much more successful to do simple repairs in your home, rather than to consider replacement of the furniture at this point.

9.9 Although we understand the difficulties in checking access routes, door sizes and corridors for delivery of oddly shaped sofas and furniture, it is always your final responsibility to ensure that your new furniture will fit into your home. If we are unable to deliver your furniture but access is viable, we will normally attempt a second delivery with a different delivery team completely free of charge to you. This is because often there are several ways to approach the installation and every delivery team is different.

9.10 In the infrequent cases where it is not possible to install all or selected items of furniture, we will endeavour to find a solution to exchange the order for furniture that will install more easily at minimal charge. All cases are dealt with on a case-by-case basis and at the discretion of M Jannet J in the hope of finding an alternative to the cancellation of the order. Please see the '**Cancellation' section'** for further information on cancellation charges.

(Please note that all of the above points also apply to any visit to your home by any M Jannet J staff for whatever reason)

10. RETURN ANDS/ OR EXCHANGE AND CANCELLATION POLICY

10.1 If a custom order is cancelled after the required seven days after purchase date, and prior to delivery, we reserve the right to withhold some or all monies already paid to cover any costs incurred up to that point.



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

10.8 In instances where we are providing a paid repair service. You have the right to cancel this service 48 hours agreed collection or home visit date, which would normally be more than 14 days from when the service was requested, unless you specifically agree to an available earlier date.

10.9 The Buyer shall inspect the Goods immediately upon receipt and shall notify the M Jannet J's in writing (via email) within 14 days if for whatever reason the Goods are not satisfactory or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

10.10 The delivery team will give enough time for you to inspect the items to your satisfaction and then ask you to sign a receipt for the goods stating that they have been received in good condition. It is important that you inspect the furniture thoroughly as we cannot accept responsibility for cosmetic / superficial damage reported after delivery.

10.11 Where a claim of defect or damage is made the M Jannet J's shall be responsible for the recovery of the Goods from the Buyer normally within 14 days of delivery. The Buyer shall be entitled to a replacement or a full refund including delivery fee if the Goods are defective.

11. INTELLECTUAL PROPERTY RIGHTS

M Jannet J owns or has rights to all of the content we make available through the Service; the term "content" used in these Terms may mean any information written or graphics, audio, video, information or other materials. The contents may include: designs, text, graphics, images, video, information, logos, button icons, software, and audio files.

Ads and links: The advertisements, as well as all of the products used in the creative works including the graphic design, typography, logos, as well as trademarks, are the intellectual property of their respective owners. You are not allowed to copy, reproduce, and make available online any intellectual property of in any way without the permission of the rights holder. You accept that all use outside the Website is at your risk. The Company owns the visual interfaces, features, graphics, design, computer code, products, and all other intellectual property and proprietary rights throughout the world associated with the Service, which are protected by intellectual and proprietary rights and laws.

Content owned by the Service and the Service retains all rights in the Content and the Service.

The Company name, logos, page headers, custom graphics, button icons, scripts, service marks, are trademarks of the Company and may not be copied, imitated or used, without the prior written permission of Company.

12. LIMITED LIABILITY



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

Under no circumstances will the Service be liable to you for any loss or damages that are directly or indirectly related to: (a) the service; (b) the service content; (c) user content; (d) your inability to use the service; (e) any action taken by law enforcement authorities regarding your or any other party's use of the service; (f) any action taken in connection with copyright or other intellectual property owners; (g) any errors or omissions in the service's operation; or (h) any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach. In no event will the company parties be liable to you or anyone else for loss, damage, injury and/or death. In no event will the company parties' total liability to you for all damages, losses or causes or action exceed one hundred United States dollars (\$100.00). (Needs to be in pounds)

You agree that in the event you incur any damages that arise out of the Services acts or omissions, the damages, if any, you will have no rights to enjoin or restrain the Services or content owned or controlled by the Service. Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever. We cannot accept any liability for any loss, damage, or expense, including any direct or indirect loss such as loss of profits to including personal injury or death arising as a direct or indirect result of our negligence.

We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.

13. WARRANTY

13.1 Our warranties are provided for domestic end users only and only apply to the original purchaser.

13.2 The wooden frames of all of our items are guaranteed against faulty materials and workmanship, allowing for fair wear and tear for a period of ten years from the date of receipt. All other parts, including feet and legs are guaranteed against faulty materials and workmanship, allowing for fair wear



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

and tear for a period of two years.

13.3 The Guarantee does not cover your furniture against accidental or deliberate damage or where fabric or leather has failed as a result of exposure to chemicals or bodily fluids. We recommend using one of our care kits to keep your furniture in the best possible condition for as long as you own it. This Guarantee is non-transferrable if you choose to sell or donate your sofa to someone else.

13.4 The M Jannet J's is not responsible for any discoloration or fading of leather or fabric colour as a result of the Goods being placed in direct or indirect sunlight or due to any chemicals applied to the Goods. Certain polishes and air freshener sprays can cause damage to leathers/fabrics and all such products should be used well away from fabric/leather-covered furniture.

13.5 The Antique Effect finish that is used on some leathers is produced by over laying two different dyes and florenteaks to create an artificially aged look. It can be expected that everyday usage abrasion will accentuate this colour change and is an inherent feature of this kind of leather finish.

13.6 A reduction in the firmness of fillers and the movement of pleats is to be expected and therefore not considered as a fault. Certain medications can cause abnormal amounts of excretions from the skin, which in turn can adversely affect the surface of some fabrics/leathers. The gauge for fabrics/leather's suitability for purpose will always be the relevant European Production Standards applicable.

13.7 Fabrics/leathers or any components supplied by the customer are not covered by our guarantees and the customer should ensure that they are fit for purpose.

13.8 Your guarantee does not cover deliberate damage, misuse, wear and tear, or damage caused due to a failure to maintain the product with use of recommended care products.

13.9 Any required remedial work will be carried out by an expert technician within our factory. The arrangements to collect and return will be planned with our standard transport schedules. The furniture must be accessible to the delivery team. M Jannet J will not be liable for costs incurred where normal access was not possible.

13.10 Our Customer Experience team is on hand to help with any issues you may experience with your furniture. As a handmade product, upholstery can require service from time to time, and our team of fully trained technicians is on hand and can rectify most issues in a single visit. It is important to note that we often find that aftercare issues can be avoided by correct care and maintenance. Many of the issues we attend are for the results of a lack of or insufficient daily maintenance, incorrect cleaning or usage outside of the manufacturer's guidelines such as sitting on arms etc. Please pay special attention to care information provided at the point of sale



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

and the simple dos and don'ts contained within.

13.11 Our process around warranty service relies on the accurate identification of an issue or characteristics. This means that we will require detailed information from you and that it is necessary for you to contact us when you are with the furniture and can answer questions related to it. Our process may involve you carrying out limited and simple actions to troubleshoot and rectify any minor issue.

13.12 Where in home service is then required, our endeavour is to provide a fast single visit solution. This means that based on the information provided by you we will ensure that we are prepared for the visit and will ensure that we are equipped with any parts needed. Our service level is to make a technician available within 3 working days, subject to parts needs or to make a visit and solution within 10 days in all cases. Where there is a longer lead-time for parts, we will make you aware of this and make a visit immediately available when the parts arrive. This will be limited to a maximum order time of 6 weeks, when another alternative solution will be provided.

13.14 During and after your guarantee you can purchase replacements parts for your furniture. Such additional purchases are guaranteed for 12 months. We operate a large team of highly skilled upholstery technicians. They are skilled in upholstery, fabric repair and leather colouration, and repair. If you have damaged your furniture and require service, we can offer it at low rates and will do so to our entire customer base. Unfortunately we do not offer service on furniture supplied elsewhere. Please contact our Customer Experience team to review your needs and to book a visit. We will aim to resolve all issues in a single call out and will charge only a standard call out fee (covering one hours work), excess time charge and for any parts required to complete the repair.

13.15 Our specifications may change without notice provided that the changes do not materially affect the use, quality, appearance, or performance of the goods. There will be no price adjustment on account of specification changes. And that whilst our products remain essentially identical to the images on our website, there may be reasonable changes and updates made over time that mean it is not identical.

13.16 Most of M Jannet J products are made from natural leather and are finished in such a way that they may not be uniform in colour or texture. Only the finest hides are selected but they will show natural marks and scars on the hide. Some leathers will mellow with age and colours can fade with exposure to sunlight and heat.

13.17 Every piece of leather is unique. Each and every hide is hallmarked with its own character and qualities. Such hallmarks include growth lines and scars. It is also quite normal to expect crease lines and some stretching to occur particularly on cushion tops. We are unable to



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

accept the return of goods based on the complaint of trivial natural marks, scars, or stretching that a reasonable person aware of leathers natural characteristics would expect.

13.18 We will endeavour to match the colour and texture of any selected fabrics for your sofa or chair but variations in both the colour and texture may occur. All items within an order are made from the same batch of fabric/leather to ensure colour match, however as batches may vary we cannot guarantee colour match or the future supply of materials for items ordered at different times.

13.19 If an order is made in fabric/leather supplied by the customer then it is the customer's responsibility to ensure the fabric/leather involved meets all the relevant specifications and legal regulations with regard to flammability.

13.20 The measurements of all Products are as accurate as possible, but as these Goods are made by hand, and therefore approximate sizes.

14. FURNITURE CLEARANCE

The availability of reduced to clear furniture is dependent on your delivery postcode, and can only be purchased if your address is close to where the clearance or refurbished furniture is located. Our team will advise you on the availability of reduced to clear furniture for your delivery address.

Clearance furniture may be furniture returned by customers, or furniture used for marketing purposes. It is reduced to reflect this and will not be in new condition. Our technicians process clearance furniture before delivery at one of our distribution centres and will be representative of the furniture on display and free from major defects, but it will invariably be in a condition representative of its use to date. When buying clearance furniture, it is important to note that the furniture seen on display will not always be the furniture received. This furniture is offered for sale in specific combinations from a pool of stock held at both stores and distribution centres, so your order maybe fulfilled from elsewhere. Clearance furniture is fast moving and is sold subject to availability on a 'first come first served' basis.

Refurbished furniture is stock that has been restocked after installation into a customer home. We will grade this stock based on the time period it has been used, its condition, and any defects. Grade 1 stock will be deemed as new, Grade 2 will be soiled and will be in a used but good condition. Grade 3 furniture is heavily used and is sold through disposal outlets only and comes sold as seen without our standard warranties. Refurbished furniture is



M. JANNET. J.
LONDON



M. JANNET. J.
LONDON

often heavily discounted to reflect its condition and status and whilst it may have had remedial refurbishment carried out, it will not be in as new condition unless specifically labeled as Grade a stock.

15. WARRANTY ON CLEARANCE AND REFURBISHED FURNITURE

From time to time, we reduce and dispose of ex-display furniture, together with reducing and clearing customer returns and refurbished seconds. This furniture is not sold as a new item, will not be in new condition, and is reduced to varying degrees in order to reflect that. Due to these reductions and the history of this furniture, we do not offer our standard warranties on it.

16. COMMERCIAL USE

Provision of warranties is for domestic end users only. Goods purchased for commercial use are covered by a statutory 12-month warranty only. It is the responsibility of the business to ensure that the products purchased meet the standards required for the environment in which they will be used. This means that for commercial uses we cannot accept any responsibility or liability for safety standards or compliance where we have not specifically supplied safety certification in writing for use of the product in that environment.

17. TITLE TO GOODS

You acknowledge that before placing your order you represented and warranted to us that you are not insolvent and have not committed any act of bankruptcy, or, being a company with limited or unlimited liability, know of no circumstances which would entitle any debenture holder or creditor to appoint a receiver, to petition for your winding up or exercise any other rights over or against your assets.

Title in the goods shall pass upon payment of the whole of the price of all the



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

goods in the order (including any Interest accrued on the price) and until then all the goods shall be and remain our sole and absolute property as legal and beneficial owner.

Until title passes, you will be in possession of the goods solely as the bailee of the company, you will not remove alter or deface any identification sign mark label or serial number of the Company; if you sell on our goods before title in them has passed from us, the entire proceeds of sale of the goods shall be held by you on trust for us and placed in a separate account identified as our monies and until you receive such sale proceeds you shall hold on trust for us your rights against the person to whom the goods were sold and will assign those rights to us on request.

18. FORCE MAJEURE

The M Jannet J's shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the M Jannet J's shall be entitled to a reasonable extension of its obligations.

19. GOVERNING LAW

These Terms of Use are governed by the laws of the UK . User agrees to resolve any dispute exclusively in the jurisdiction of the Courts located in UK for the purpose of litigating all such disputes. If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision will be severable from these Terms of Use and will not affect the validity of any remaining provisions. The Company's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right.

No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition. This dispute resolution provision will survive the termination of any or all of your transactions with Company.

L O N D O N



M. JANNET. J.
L O N D O N



M. JANNET. J.
L O N D O N

20. COMPLAINTS AND CONTACT INFORMATION

The Furniture Ombudsman
Maxwell Road
Stevenage
Herts
SG1 2EW
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