

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF PIANO(S) AND RELATED GOODS AND SERVICES by the 1066 GROUP LTD

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- a) **1066 Piano(s)**: the piano(s) from Our "1066" collection of rebuilt piano(s) branded "Reborn Piano(s)" that We are selling to you as set out in the Quotation (if any);
 - b) **After Sales Services**: the Standard Aftercare Services or the TotalCare Services that We are providing to you in relation to the Piano(s) as set out in the Quotation (if any);
 - c) **Care Requirements**: the after sales use and care requirements as set out in the care requirement document(s) provided to you in relation to the Piano(s);
 - d) **Contract**: the contract between us for the supply of Piano(s) and/or Services in accordance with the Order;
 - e) **Goldfinch Piano(s)**: the piano(s) from Our "Goldfinch" branded range of bespoke piano(s) that We are selling to you as set out in the Quotation (if any);
 - f) **Edelweiss Piano(s)**: the piano(s) from Our "Edelweiss" branded range of new piano(s) that We are selling to you as set out in the Quotation (if any);
 - g) **Event Outside Our Control**: is defined in clause 9.2;
 - h) **Export Terms**: Our standard terms and conditions of export from time to time in force;
 - i) **Modification Services**: Our services in modifying Piano(s) to your specification as set out in the Quotation (if any);
 - j) **Order**: your acceptance of the Quotation and the Terms without addition or modification;
 - k) **Piano(s)**: the 1066 Piano(s) and/or Goldfinch Piano(s) and/or Edelweiss Piano(s) and/or unlt. Piano(s) (as applicable);
 - l) **Quotation**: the written quotation provided to you together with these Terms in which We detail inter alia (a) the Piano(s) and the price of the Piano(s) (if any) and/or (b) the Services and the price of the Services (if any) and/or (c) any other goods or services that we may agree to sell to you and their prices (if any);
 - m) **Rebuilding Services**: Our services in rebuilding your piano(s) to your specification as set out in the Quotation (if any);
 - n) **Services**: the After Sales Services, the Modification Services and the Rebuilding Services set out in the Quotation (if any);
 - o) **Specifications**: the description or specification of the Modification Services and/or Rebuilding Services set out in the Quotation (if any);
 - p) **Standard Aftercare Service**: a visit by Us or one of Our employees or contractors to the Delivery Location within 4 weeks of delivery of the Piano(s) to tune the Piano(s) to A440 pitch and check over and correction of any minor running-in faults in the Piano(s) that may have developed following transportation and acclimatisation;
 - q) **Terms**: the terms and conditions set out in this document;
 - r) **TotalCare**: the after sales care service that we offer in relation to Piano(s) the terms of which are set out in a document entitled "TotalCare";
 - s) **unlt. Piano(s)**: the piano(s) from Our "unlt." branded range of new piano(s) that We are selling to you as set out in the Quotation (if any);
 - t) **Unusual Location**: a location that is outside of mainland United Kingdom and/or that is, in Our reasonable opinion, difficult to access taking into account the size, weight and shape of the Piano(s) including but not limited to any location that is not on the ground floor of a building.
 - u) **We/Our/Us**: Chris Norman and Mark Norman trading in partnership as 1066 Piano(s) and whose usual place of business is at 20-24 Pierce Lane, Fulbourn Cambridge CB21 5DL
 - v) **Warranty**: Our warranty provided in relation to the Piano(s).
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We agree to supply Piano(s) and/or Services, and/or other goods and services, to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Quotation and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake, please contact Us to discuss, and please make sure that you ask Us to confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 These Terms, the Quotation and the Order constitute the whole agreement between you and Us.
- 2.4 If any of these Terms or any other terms incorporated into the Contract conflict with any term of the Quotation, the Quotation will take priority.
- 2.5 If any of these Terms conflict with any Export Terms, the Export Terms will take priority.
- 2.6 We shall assign an order number to the Order and inform you of it. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.7 All images of the Piano(s) on Our website and in Our catalogues or brochures are for illustrative purposes only. Your Piano(s) may vary slightly from those images.

3. CHANGES TO ORDER OR TERMS

Where you are dealing as a consumer and you place your Order by email or telephone, you have a "cooling off" period of 7 working days from the date that the Order is placed in which you may cancel the Order by written notice to Us without penalty and, where appropriate, to receive a full refund of any deposit paid.

4. DELIVERY OF GOODS

- 4.1 We shall ensure that each delivery of the Piano(s) is accompanied by a delivery note which shows the date of the Order and all relevant referencenumbers.
- 4.2 We shall deliver the Piano(s) to the location set out in the Quotation or such other location as We may agree with you (**Delivery Location**) at any time after We notify you that the Piano(s) are ready.
- 4.3 All Orders where the Delivery Location is outside mainland United Kingdom are subject to our Export Terms.
- 4.4 If your Order includes Piano(s), it is your responsibility to tell us prior to or at the point of Order if the Delivery Location is an Unusual Location. This will affect how We deliver your Piano(s) and may involve an additional charge.
- 4.5 We will contact you shortly after you have submitted an Order to agree a delivery date. Any dates quoted or agreed for delivery of the Piano(s) are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Piano(s) including but not limited to where such delay is caused by an Event Outside Our Control or your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Piano(s).
- 4.6 If you have agreed to collect the Piano(s) from Our premises, you can collect the Piano(s) from Us at any time during Our working hours of 7am and 5pm on weekdays.
- 4.7 Delivery of an Order shall be completed when We deliver the Piano(s) to the address you gave Us or you collect them from Us (as appropriate).
- 4.8 If no one is available at your address to take delivery at the agreed time for delivery, We will leave you a note that the Piano(s) have been returned to Our premises, in which case, please contact us to rearrange delivery. We shall store the Piano(s) until delivery takes place, and charge you for all related costs and expenses (including insurance).
- 4.9 The Piano(s) will be your responsibility and at your risk from the completion of delivery or from when you collect the Piano(s) from Us.
- 4.10 You own the Piano(s) and any other goods forming part of your Order once We have received payment in full for the Order.

5. OUR WARRANTY

- 5.1 We warrant that on delivery, the Piano(s) shall be free from material defects in design, material and workmanship and conform in all material respects with their description and any specifications set out in the Quotation for the following periods:
- 1066 Piano(s) - 10 years
 - 1066 Sale Pianos – either 1 year, 5 years or 10 years as per stated at point of sale for each individual instrument
 - Goldfinch Piano(s) – 10 years
 - Edelweiss Piano(s) - 5 years; and unlt.
 - HANDMADE Piano(s) – 10 years; (each a **Warranty Period**).
- 5.2 Subject to clause 5.1, if:
- (a) you give notice in writing during the relevant Warranty Period within a reasonable time of discovery that the Piano(s) do not comply with the warranty set out in clause 5.1; and
 - (b) we are given a reasonable opportunity of examining such Piano(s); and
 - (c) if the Piano(s) are sited at Unusual Locations and We request you to do so, you return such Piano(s) to Our usual place of business or such other location as we may reasonably notify to you at your cost and risk;
- We shall, at our option, either repair or replace the defective Piano(s).
- 5.3 We shall not be liable for the Piano(s)' failure to comply with the warranty in clause 5.1 if such failure is a result of:
- a) fair wear and tear;
 - b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - c) your failure to operate or use the Piano(s) in accordance with Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Piano(s) including but not limited to in accordance with the Care Requirements
 - d) any tuning, alteration, modification or repair, or any moving or transportation, by you or by a third party who is not one of Our authorised tuners or repairers or contactors or movers; and
 - e) any specification provided by you.
- 5.4 Except as provided in this clause 5, We shall have no liability to you in respect of the Piano(s)' failure to comply with the warranty set out in clause 5.1.
- 5.5 These Terms shall apply to any repaired or replacement Piano(s) supplied by us under clause 5.2.

6. SUPPLY OF SERVICES

- 6.1 We shall supply the Services to you in accordance with any specifications set out in the Quotation in all material respects.

- 6.2 We shall use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services including but not limited to where delays are due to an Event Outside Our Control.
- 6.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify you in any such event.
- 6.4 We warrant to you that the Services will be provided using reasonable care and skill.
- 6.5 You shall:
- ensure that the any specifications provided by you in the Quotation are complete and accurate;
 - co-operate with Us in all matters relating to the Services;
 - provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
- 6.6 If Our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**):
- We shall without limiting Our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations;
 - We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause; and
 - You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.
- 6.7 If you do not pay Us for the Services when you are supposed to as set out in clauses 7.4 and 7.5.(as appropriate), We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 7.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.6.
- 6.8 You warrant that you are entitled to grant a lien over, and hereby grant a lien over piano(s) that you own that are in our possession and the subject of Rebuilding Services to secure the due payment of all charges arising under the Contract.
- 6.9 If We design Bespoke Piano(s) for you, We will own the copyright, design right and all other intellectual property rights in the Bespoke Piano(s) and any drafts, drawings or illustrations We make in connection with the Product for you.

7. PRICE AND PAYMENT

- 7.1 The price of Piano(s) and/or any Services will be set out in the Quotation. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 7.2 The price of Piano(s) and Services include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Piano(s) and Services in full before the change in the rate of VAT takes effect.
- 7.3 The prices for the Piano(s) exclude delivery costs, which will be added to the total amount due.
- 7.4 You must make payment for Piano(s) in advance by cheque, credit card or debit card as follows:

Piano type	% of price payable upon Order	% of price payable after Order but prior to delivery
1066	30%	70%
Goldfinch	50%	50%
Edelweiss	30%	70%
unltd.	30%	70%

- 7.5 You must make payment for Rebuilding Services by cheque, credit card or debit card as follows:
- 30% of the price payable upon Order; and
 - 70% payable upon Our notifying you that the Rebuilding Services have been completed.
- 7.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 7.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 7.5. will not apply for the period of the dispute.

8. OUR LIABILITY TO YOU: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 Nothing in these Terms shall limit or exclude Our liability for:
- death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - defective products under the Consumer Protection Act 1987.
- 8.2 Subject to clause 8.1:
- We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
 - We shall under no circumstances whatever be liable for any damage to the cabinets or cases of Piano(s) that are the subject of Rebuilding Services and/or Modification Services unless and to the extent that the cabinets and cases are themselves specified in the Quotation as being the subject of such Services; and
 - Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of the Order to which the liability relates.
- 8.3 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This clause 8 shall survive termination of the Contract.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not 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 an Event Outside Our Control.
- 9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation staff sickness, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- We will contact you as soon as reasonably possible to notify you; and
 - Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Piano(s) to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1 We will use the personal information you provide to Us to:
- provide the Piano(s) and/or Services and any other goods or services set out in the Quotation;
 - process your payment for such Piano(s) and/or Services and/or such other goods or services; and
 - inform you about similar goods or services that We provide, but you may stop receiving these at any time by contacting Us.
- 10.2 We will not give your personal data to any third party.

11. OTHER IMPORTANT TERMS

- 11.1 We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 11.2 You may only transfer your rights or your obligations under the Contract to another person if We agree in writing.
- 11.3 This Contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 11.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 11.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 11.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

1066 GROUP LTD | Registered in England number 09913626

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