STEELCASE (SOUTH-EAST) LTD (TRADING AS INSIGHTFUL ENVIRONMENTS) WEBSITE TERMS AND CONDITIONS OF SALE (Hereinafter the "Terms")

Last updated on 7th of January 2020

Please read the following Website terms and conditions of sale (hereinafter the "Terms") carefully before completing a purchase using the following website www.store.ie-uk.com (hereinafter referred to as the "Website").

The Website is published and maintained by Steelcase (South-East) LTD (trading as Insightful Environments) a limited company with a capital of £2 000 000, whose registered office is located at 77-79 Farringdon Road, London, EC1M3JU (hereinafter referred to as "Insightful Environments", "we" or "us").

The Website and these Terms are aimed at:

- Individual clients who enter into a legal transaction by placing an order and who act for purposes that are outside their trade, business, craft or profession and who respect the conditions as laid down in clause 4.1.a of these Terms (hereinafter referred to as "Consumers") or
- Businesses and professionals acting for purpose of their trade, business, craft or profession (including employees of Insightful Environment's clients authorised to act in name and on behalf of their employer) and who respect the conditions as laid down in clause 4.1.b of the Terms (hereinafter referred to as "Customers")

(hereinafter referred to collectively as "you").

You can contact Insightful Environments by phone at +44 203 7610400, or by emailing customer.services@ie-uk.com, or a post at Insightful Environments, 22 Easter Park, Ferry Lane South, Rainham, RM13 9BP.

1. GENERAL

Any contract shall consist of your order and Insightful Environments' acceptance thereof. Any order accepted by Insightful Environments shall be subject to the Terms and no other conditions shall apply unless expressly agreed in writing by Insightful Environments. Please note that before placing an order you will be asked to agree to these Terms. If you do not agree to these Terms, please do not use the Website. If you refuse to accept these Terms, you will not be able to order any products from the Website.

We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms.

If any of the provisions of these Terms is deemed not valid, the other provisions herein will remain applicable and in force. If any of the provisions of these Terms is declared void or is nullified, parties will negotiate new provisions to replace such void or nullified provisions which are in line with the remaining valid provisions.

These Terms, the <u>Privacy Policy</u>, the <u>Cookie Policy</u> and the <u>Terms of Use</u> constitute the entire agreement between us.

2. PRODUCTS

The products governed by these Terms are those offered on the Website within the limits of available stocks.

Products may vary slightly from their pictures. The images of the products on the Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on the Website are approximate only.

Insightful Environments cannot be held responsible for any non-substantial errors that may occur. Before validating your purchase, we recommend that you verify that the dimensions are suitable for the location in which you wish to install the products.

3. WEBSITE

We implement all reasonable means at our disposal to ensure quality access to the Website.

The navigation on the Website is your sole responsibility. We shall not be held liable for any breakdowns, errors or computer viruses that may hinder continuity of access to the Website, nor for any direct or indirect damage, in particular any malfunctions in the computer installation of users that may be observed following access to the Website.

We reserve the right to interrupt, temporarily suspend or modify access to all or part of the Website without notice, in order to ensure preventive or curative maintenance, without the interruption giving rise to any obligation or compensation to be paid by Insightful Environments.

We can in no way warrant that the services offered will not be interrupted.

4. ORDERS

4.1. Conditions for placing an order:

- a. For Consumers: to place an order on the Website, Consumers must have their habitual residence in the United Kingdom, have legal capacity and hold a bank card or are otherwise in the capacity to pay for the requested products on the Website.
- b. For Customers: to place an order on the Website, Customers must either be an employee of a client of Insightful Environments or be acting on behalf of a company, and have their habitual residence in the United Kingdom, have legal capacity and hold a professional bank card or are otherwise in the capacity to pay for the requested products on the Website.
- 4.2. You agree that all the information communicated to Insightful Environments on the Website as part of the order is in accordance with the Terms and is complete, accurate and up to date. Failing to do so or if you do not meet the conditions for placing an order, we reserve the right to cancel the order and to refund you if payment has been made. We cannot accept any liability for any errors or inaccuracy in your order.
- 4.3. We remind you that when ordering, we collect personal data. For more information, please refer to our <u>Privacy Policy</u> and our <u>Cookies Policy</u>.

4.4. Ordering process:

The Website will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

To visit our Website, you have to create an account by choosing a username and a password.

To place an order, you must select the products you are interested in and their quantity to then add them to your basket. You will be able to modify your basket as you wish before completing your order. You will have to check your basket and possibly correct its contents before checking out. On checkout, you will have to enter your postal address and validate your means of payment which will formalise the contract of sale with Insightful Environments. Customers are invited to include the name of the company that employs them or as the case may be the trade, business, professional firm on behalf of which they are ordering in the billing address of the products.

Any order implies acceptance of the prices and descriptions of the products available for sale, as well as these Terms.

4.5. Validation of the order:

Once you have accepted the offer, we shall confirm receipt of the acceptance of the offer by electronic means without delay. A summary of the confirmation can be saved and printed by you. As long as receipt of this acceptance has not been confirmed, you may terminate the contract without costs. The Consumer's right of cancellation is not affected by this.

In some cases (such as you submitting a wrong address, etc...), we reserve the right to suspend your order until the problem is solved. We also reserve the right to refuse an order for any legitimate reason. In those cases, we will duly inform you thereof.

In the event that one or more products are unavailable once the order has been placed, we will inform you as soon as possible. The price of the order will be recalculated, and you will be debited the new amount, with the price of the unavailable item deducted. In case you already made a payment, we will refund the excessive amount without undue delay.

5. PRICES

Prices are displayed in GBP £ and include value added tax at the point of checkout.

Although every effort is made to ensure the prices stated in the Website are correct, should an error on price occur, and an order is placed, you will be informed and given the option of continuing the order at the correct price or cancelling the order. All packaging is non-returnable.

6. DELIVERY

- 6.1. Quoted prices on checkout include delivery fees within the United Kingdom.
- 6.2. We do not deliver orders to addresses outside the United Kingdom. We reserve the right to suspend or cancel all orders if a delivery address has been submitted which is not located in the United Kingdom.
- 6.3. The delivery time of your order may vary according to the products ordered. Please note that the delivery times are only an approximation. We will contact you by email to arrange the delivery date with you as soon as possible after receiving the order.

- 6.4. If you are not present at the time of delivery of your order without having informed us at least 24 hours before (by calling +44 203 7610400 or by emailing customer.services@ie-uk.com), we will leave a note informing you to rearrange delivery and you will be charged for the delivery costs. If after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and charge you a reasonable compensation for the net costs we will incur as a result.
- 6.5. In order to protect you from Covid-19 and to protect our teams in charge of the delivery, a Covid-19 delivery protocol will be applied by our delivery team and will require them to come to your home masked, equipped with gloves and disinfectants to clean the products touched during the installation. Covid-19 delivery protocol may vary over time depending on government restrictions and the number of Covid-19 cases in an area and could lead to products being delivered in front of your front door.
- 6.6. If the supply of the products is delayed by an event outside our control, then we will contact you as soon as possible and we will take steps to minimise the effect of the delay. Provided you have been informed, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to terminate the contract and receive a refund for any products paid but not yet received.

6.7. Receipt of goods:

- a. Upon receipt of your goods, you must verify that your order is complete and compliant.
- b. In accordance with normal transport practices, all goods will be delivered to the goods inwards department or reception on the ground floor and off-loading facilities must be provided by you. Please note that a signed consignment note constitutes delivery of goods. Please check that the number of boxes received corresponds with the delivery note before signing. In instances where the product is a "doorstep" delivery you accept responsibility for handling the product to its destination. Unless otherwise stated and agreed packaging disposal of any packaging is your responsibility. Where upon your request the product is delivered unbuilt you accept full responsibility for the correct assembly of the product. We will not be considered liable for defects occurring due to incorrect assembly.
- c. If you notice any non-conformity or apparent defect upon receipt of the products, you must report it on the delivery note. If you notice any non-conformity or defect after receiving the products, or in case of other claims and/or if you notice that certain accessories of the product ordered are missing, Customers must notify us within 24 hours and Consumers must notify us within 2 months after notifying the non-conformity or defect, so that we can process your claim. To do so, please contact us by email at customer.services@ie-uk.com or by calling us at +44 203 7610400.

7. PAYMENT TERMS

The following method of payment are accepted:

- Credit/debit card. For online payments through Stripe, we accept Visa and Mastercard.
- A credit account (only for Customers) can be opened providing you have been trading for one year and are registered for VAT and can provide the necessary trade references. Once an account has been opened, payment terms are net cash within 15 days of date on invoice. Please contact our finance team at ar@ie-uk.com to know if you can open a credit account.

8. RETENTION OF OWNERSHIP

Property of the goods remains with us until we receive full payment. The risk in the goods passes to you on delivery and you shall promptly affect and maintain in the joint names of the parties, insurance of the goods against loss or damage in their full invoice price until final payment.

9. CANCELLATION RIGHT (only for Consumers)

- 9.1. Modification of the order in the first 24 hours: If a Consumer wishes to make a modification to the order within a maximum of 24 hours after placing the order, please contact Insightful Environments and we will let you know if the modification is possible. If so, we will inform the Consumer of any changes to the price of the product, the delivery time and any other necessary elements and we will ask the Consumer to confirm whether it wishes to proceed with the modification. Following the modification, a new acknowledgement of receipt will be sent to you by email.
- 9.2. Cancellation after delivery: In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Part 3, Regulation 30, Consumers have a period of fourteen (14) days from the day after receipt of the last product of their order to exercise their right of cancellation without having to justify their reasons or pay penalties. If the fourteen (14) working day period expires on a Saturday, Sunday or a public holiday, it is extended until the first following working day.
- 9.3. The cancellation period commences on the day after the one on which the Consumer, or a third party designated by the Consumer in advance who is not the carrier, received the product, or:
- a. if the Consumer placed a single order for several products: on the day on which the Consumer or a third party designated by the Consumer receives the last product;
- b. if the delivery of a product consists of different consignments or parts: on the day on which the Consumer or a third party designated by the Consumer receives the last consignment or the last part;
- 9.4. All products may be subject to cancellation, except those excluded by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Part 3, Regulation 28. Returned products must be intact and complete. During the cancellation period, the Consumer must handle the product and packaging with care. The Consumer will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle in this regard is that the Consumer may only inspect and use the product in the way that he would be allowed to do in a physical shop.
- 9.5. To exercise the right of cancellation, all Consumers have to do is to contact Insightful Environments by email at customer.services@ie-uk.com, by the return form on our Website and by specifying their name, email, phone and address to pick up the products that the Consumer wants to return, the order number, and the delivery date of the product that Consumers want to cancel. We will send a confirmation of receipt of the notice of cancellation without delay after receiving this notice.
- 9.6. Insightful Environments shall arrange to collect the Products from the Consumers' address. We will bear the costs for return, except if Consumers are not present on the location, date and time we agreed to collect the products, and we have to arrange a new date and time for collection of the products.

- 9.7. Following a Consumers' request for cancellation, Insightful Environments, in accordance with the legal provisions, will proceed to refund the purchase price of the products within a period of fourteen (14) days following the receipt of the return form. Insightful Environments may deduct from the reimbursement the loss in value of any products returned, if the Products have lost value resulting from the unreasonable wear and tear of the product other than what is necessary to establish the nature, characteristics and functioning of the products. We may make a deduction from any reimbursement for such loss in value of any Products we supply.
- 9.8. Insightful Environments will refund the Consumer using the same payment method used for the purchase.
- 9.9. The risk and burden of proof with respect to the proper exercise of the right of cancellation within the applicable period of time lies with the Consumer.
- 9.10. Customers are not able to return any of the purchased products, notwithstanding clause 4.4.a.

10. WARRANTIES

Our warranty conditions are those appearing on the Website. Please review the limitations carefully.

In case of claims regarding warranties, you should submit the product as well as the purchase invoice that we recommend keeping for this purpose.

11. LIABILITY

Within the limits provided for by law, Insightful Environments' liability for the delivered products is limited to the price of the defective or nonconforming products and we cannot be held liable for compensating indirect damages or any other financial prejudice suffered by you or a third party.

12. THIRD-PARTY ORDERING

If ordering on behalf of a third party you give Insightful Environments permission to use their delivery details, solely for the fulfilment of the order.

13. MARKETING EMAILS

We will only send you newsletter emails when you have requested and confirmed you would like to receive them. You can unsubscribe at any time by clicking on the unsubscribe links in the email, or by contacting our customer service team on 020 3761 0400.

14. APPLICABLE LAW AND JURISDICTION

The Terms are subject to English law. The competent court in case of dispute shall be that of the defendant's place of residence or, at the plaintiff's choice, the place of actual delivery of the product.