



ORNELLA IANNUZZI

FINE ART JEWELLERY

TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS

1.1 In these terms and conditions:

“The Seller” (“we”, “us”), means Ornella Iannuzzi;

“The Buyer” (“you”) means the person, firm or company who places the Purchase Order;

“Contract” means the Purchase Order and related specifications and Ornella Iannuzzi’s acceptance of the Purchase Order and related specifications;

“Goods” means the goods described in the Purchase Order;

2 GENERAL APPLICATION

2.1 These terms and conditions are the only terms and conditions upon which Ornella Iannuzzi is prepared to deal with the Buyer in relation to the purchase of the Goods and they shall govern the Contract to the exclusion of all other terms and conditions. No variation to these terms and conditions shall be valid unless expressly agreed to in writing by us.

2.2 A Purchase Order is deemed to be accepted by the Seller once we have confirmed its acceptance in writing.

2.3 These terms and conditions will apply to all future Contracts between the Seller and the Buyer.

3 RISK AND TITLE

3.1 The Goods remain the property of the Seller until they are paid for in full.

3.2 Responsibility for the safe keeping, insurance and any other risk passes to the Buyer at the time of delivery.

4 PRICE AND PAYMENT TERMS

4.1 The price for the Goods shall be as stated in the Contract unless changes are agreed in writing by both parties.

4.2 The price for the Goods shall be exclusive of any Value Added Tax and any Delivery Charges, which the Buyer shall pay to the Seller in addition to the price of the Goods, when applicable.

4.3 The Buyer shall pay to the Seller a deposit of 50% of total invoice with the order and the balance for the Goods on delivery of the Goods unless otherwise agreed in writing.

4.4 The Buyer may not make any deductions from the price for the Goods whether by way of set-off, counterclaim, or otherwise.

4.5 The Seller reserves the right to claim interest on late payments under the Late Payment of Commercial Debts (Interest) Act 1998. The interest rate will be calculated as the Bank of England base rate plus 2%. Furthermore, the Seller reserves the right to cease work on other Contracts with the Buyer until late payments have been paid, and the Buyer shall have no recourse to the Seller in this event.

5 DELIVERY

- 5.1 Unless agreed otherwise in writing (which may include by email) by the Seller, the Goods shall be deemed to have been delivered immediately on arrival at the Buyer's delivery address. If delivery is arranged by the Seller, the Buyer shall be liable to pay the Seller's charges for carriage, packaging and insurance ("**Delivery Charges**") in addition to the price for the Goods.
- 5.2 Any dates specified by the Seller for delivery of the Goods are intended to be estimates and time for delivery shall not be of the essence. If no dates are specified, delivery shall be within a reasonable time of the Seller's acceptance of the Purchase Order.
- 5.3 The Seller may deliver the Goods in separate instalments at their discretion. Each such instalment shall be deemed a separate Contract and shall be paid for by the Buyer in accordance with the provisions of the Contract.
- 5.4 If the Buyer requests the delivery date to be delayed, the Seller reserves the right to deliver on the date agreed in the Contract unless agreed otherwise in writing. If such a delay is agreed the Seller will invoice the Buyer for the Goods and the Buyer will pay for them as if they had been delivered.

6 CHANGES

- 6.1 The quantity, quality and description of the Goods is as per the Contract. If the Buyer requests a change ("**Change**") to the quantities or the specifications of the Goods, the Seller may at its sole discretion provide the Buyer with details of any increase in the price for the Goods to cover any costs of implementing the Change and any alterations to the delivery date. The Seller reserves the right to decline to make the Change. If the Buyer wishes the Seller to proceed with the Change, the Seller shall have no obligation to do so unless and until the Buyer has agreed in writing (which may include by email) to pay the increased price for the Goods and accept any alterations to the delivery date.

7 WARRANTY

- 7.1 Subject to the other provisions of the Contract, the Seller warrants that, on delivery, the Goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and reasonably fit for the purpose for which goods of the kind in question are commonly supplied.
- 7.2 If any of the Goods do not conform with the warranty in clause 7.1, the Seller shall at its option replace such Goods or refund the price of such Goods at the pro rata Contract rate, and Seller shall have no further liability for a breach of this warranty in respect of such Goods.
- 7.3 The Buyer is responsible for checking the quality of the Goods at the point of Delivery. Once the Goods have been delivered they are deemed to have been accepted by the Buyer.

8 LIABILITY

- 8.1 Subject to clauses 8.2, 8.3 and 9.1, the total liability of the Seller to the Buyer under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, for any loss, damage, costs or expenses, shall not exceed the total sum payable by the Buyer under the Contract.
- 8.2 Subject to clause 8.3, the Seller shall have no liability to the Buyer, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profits or loss of business or for any consequential or indirect loss or damage arising under or in connection with the Contract.
- 8.3 Nothing in these terms and conditions shall exclude or limit the liability of the Seller to the Buyer for any matter for which it would be illegal or unlawful for the Seller to exclude or limit its liability.

9 FORCE MAJEURE

- 9.1 The Seller shall not be deemed to be in breach of this Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to any cause beyond its reasonable control, including without limitation: an act of God; compliance with any law or governmental rule, regulation or direction; war; riot; strike; lockouts or other industrial disputes; malicious damage; fire; flood; storm; accident; default of or any act or omission of the Buyer, suppliers, service providers or sub-contractors; or breakdown of plant or machinery.

10 INTELLECTUAL PROPERTY

- 10.1 The Seller may use designs, methods, processes, know-how, confidential information and other intellectual property rights (“**Ornella Iannuzzi’s IP**”) which it owns or is licensed to use to provide the Goods in the Purchase Order. The Buyer shall not use the Seller’s IP without prior written permission.
- 10.2 The Buyer acknowledges that all copyright, trade marks and other intellectual property rights in and relating to Ornella Iannuzzi products are owned by the Seller. The Buyer agrees not to copy from, distribute, show in public or create any derivative work from Ornella Iannuzzi website or products without written permission.

11. INDEMNITY

- 11.1 The Buyer warrants to the Seller that the Buyer will not upload or transmit any files or materials to the Seller’s computer which contain any bugs, viruses, worms, Trojan horses, or other harmful or disruptive elements.
- 11.2 The Buyer agrees to indemnify the Seller and keep the Seller fully indemnified from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) awarded against or incurred or paid by the Seller as a result of or in connection with any breach of the Contract by the Buyer.

12. TERMINATION

- 12.1 The Seller may at any time, by notice in writing to the Buyer, terminate the Contract immediately:
- 12.1.1 If the Buyer commits any breach of this Contract and fails to remedy such breach (if capable of remedy) within seven (7) days of having received written notice of such breach from the Seller; or
- 12.1.2 If the Buyer has a resolution passed or a petition is presented to wind it up (other than for a solvent reconstruction or amalgamation), or has a receiver appointed of the whole or any part of its assets, or is subject to any bankruptcy, insolvency, administration or similar proceedings, or ceases (or threatens to cease) to carry on its business; or
- 12.1.3 In circumstances of force majeure (as set out in clause 9.1).
- 12.1.4 Termination of the Contract, for whatever reason, shall be without prejudice to any accrued rights of the Seller. The terms and conditions of this Contract which, expressly or implied, have effect after termination shall continue to be enforceable notwithstanding termination.
- 12.1.5 If the Buyer terminates the Contract, the Buyer will pay the Seller the full value of work carried out by the Seller up to the point of the Seller receiving written notice of termination. This payment will be due immediately on confirmation by the Seller of the value of work done.

13. GENERAL

- 13.1 The Seller may at any time assign this Contract or any of its rights under this Contract or sub-contract any or all of its obligations under this Contract. The Buyer may not assign this Contract or any of its rights under this Contract without the prior written permission of the Seller.
- 13.2 If any provision of these terms and conditions is held to be illegal or unenforceable to any extent, that provision will, to that extent only, be severed from the remaining terms and conditions, which will continue to be valid to the fullest extent permitted by law.
- 13.3 No failure or delay by the Seller to exercise any right under this Contract shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.
- 13.4 This Contract contains the entire agreement of the parties with regard to its subject matter and supersedes and replaces any and all prior discussions, correspondence, proposals, or agreements between them with respect thereto. The Buyer acknowledges that it has not relied upon any representation, statement or promise of the Seller which is not set out in the Contract.
- 13.5 This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

+44(0)77 2233 2654

INFO@ORNELLA-IANNUZZI.COM · WWW.ORNELLA-IANNUZZI.COM