

BUK LTD
TERMS & CONDITIONS OF SALE – EFFECTIVE DATE SEPTEMBER 2026
“Tomorrow’s furniture, Available today”
Effective from: Sept 2026

1. DEFINITIONS AND INTERPRETATION

Affiliate means an entity which directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

Bribery Laws means the Bribery Act 2010 and all applicable UK or equivalent anti-bribery legislation, regulations and guidance.

Business Day means a day other than Saturday, Sunday or a bank/public holiday in England on which banks are generally open.

Conditions means these terms and conditions of sale.

Confidential Information means commercial, financial, technical or other confidential information relating to a party or its Affiliates, including information concerning Goods, plans, specifications, know-how, trade secrets, pricing, customers and business affairs.

Contract means the contract between Supplier and Customer for sale and purchase of Goods incorporating these Conditions and the applicable Order Acknowledgement.

Control has the meaning in section 1124 Corporation Tax Act 2010.

Customer means the person or entity purchasing Goods whose details are stated in the Order Acknowledgement.

Delivery means delivery in accordance with clause 6.2.

Force Majeure Event means an event beyond a party’s reasonable control despite reasonable care and appropriate continuity arrangements, including natural disaster, fire, flood, war, terrorism, riot, civil emergency, epidemic/pandemic, utility or transport failure, IT/telecommunications failure, shortage of materials/equipment, industrial action, governmental restriction or other circumstances beyond reasonable control. Customer’s inability to pay or obtain financing is excluded.

Goods means goods, furniture, accessories, spare parts, documentation and physical materials specified in the Order Acknowledgement or expressly agreed to form part of the Contract.

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trademarks, service marks, trade names, design rights, get-up, goodwill, confidential information, passing-off rights, domain names and similar rights worldwide, including applications, renewals and extensions.

Location means the delivery address in the Order Acknowledgement.

Modern Slavery Policy means Supplier’s policy concerning modern slavery and human trafficking in Modern Slavery Act 2015 as amended and notified to Customer.

Order means an order placed by Customer following an Order Acknowledgement and constituting Customer’s acceptance of Supplier’s offer.

Order Acknowledgement means Supplier’s written acknowledgement/confirmation of an Order Enquiry setting out Goods, Price, Specification, delivery arrangements and other commercial terms.

Order Enquiry means an initial enquiry, quotation request or communication indicating possible purchase of Goods.

Price means the price in the Order Acknowledgement or, if none, Supplier’s applicable price list or scale of charges.

Specification means the specification, description, drawings, measurements, finishes, colours, packaging and other requirements stated in the Order Acknowledgement.

Supplier means BUK Ltd, company no. 01269080, Symonds Farm Business Park, Newmarket Road, Risby, Bury St Edmunds, Suffolk, IP28 6RE, United Kingdom, VAT no. 907878379.

VAT means value added tax chargeable under the Value Added Tax Act 1994 or similar sales/fiscal tax.

Interpretation: headings do not affect interpretation; references to parties include successors and permitted assigns; person includes individuals and legal entities; singular includes plural and vice versa; gender includes all genders; “including” is illustrative; writing includes email; legislation includes amendments, replacements and subordinate legislation. If these Conditions conflict with an Order Acknowledgement, these Conditions prevail unless the Order Acknowledgement expressly varies a specified provision.

2. APPLICATION AND FORMATION OF CONTRACT

2.1 These Conditions apply to every Contract and supersede previous terms concerning the relevant Goods.

2.2 Customer purchase-order or other terms do not form part of the Contract unless expressly accepted in writing by an authorised Supplier signatory. Supplier does not accept Customer standard terms unless expressly agreed.

2.3 An Order Enquiry and Supplier quotation are invitations to treat unless expressly stated otherwise.

2.4 An Order Acknowledgement is Supplier’s offer to sell the stated Goods subject to these Conditions and may be withdrawn or amended before acceptance. Unless otherwise stated, it remains open for five Business Days.

2.5 Contract formation occurs when Supplier receives Customer’s written acceptance or when Customer takes Delivery or otherwise acts consistently with acceptance.

2.6 Marketing materials, catalogues, brochures, websites, photographs, illustrations and samples are illustrative unless expressly incorporated.

2.7 Customer is responsible for suitability, dimensions, installation requirements and intended location except as expressly agreed in the Specification.

3. PRICE

3.1 Price is that stated in the Order Acknowledgement or, if none, Supplier’s applicable price list/scale at its date.

3.2 Unless stated otherwise, Price excludes packaging, delivery/carriage, insurance, installation/assembly/fitting and VAT. Customer shall pay VAT against a valid invoice.

3.3 Supplier may increase Price on at least 15 Business Days’ written notice by no more than 10%.

3.4 Supplier may increase Price immediately by written notice where direct supply costs increase by more than 10% due to circumstances beyond reasonable control, including material, manufacturing, energy, freight, labour, customs, import, regulatory or supplier costs. Any increase is limited to the amount reasonably attributable to that increase and applies to Goods not yet Delivered unless otherwise agreed.

4. PAYMENT

4.1 Supplier may invoice after dispatch or, for collection, when Goods are made available.

4.2 Customer shall pay invoices in cleared funds, without deduction, withholding, counterclaim or set-off, within 28 days of invoice date unless another period is agreed, to the nominated bank account.

4.3 Time of payment is of the essence.

4.4 Overdue sums attract interest at 8% per annum above Bank of England base rate, calculated daily until payment, plus statutory debt-recovery compensation and reasonable additional recovery costs where permitted.

4.5 Statutory fixed compensation may be claimed, including £40 for debts up to £999.99, £70 for £1,000–£9,999.99 and £100 for £10,000 or more.

4.6 Customer may not withhold an undisputed invoice due to another dispute. Supplier may suspend further deliveries while amounts are overdue.

5. CREDIT LIMIT

5.1 Supplier may set and vary Customer's credit limit.

5.2 Supplier may require advance payment, reduce/withdraw credit or suspend deliveries if Customer exceeds its limit, breaches payment terms, has a materially deteriorated financial position or Supplier reasonably believes payment may not be received.

5.3 Suspension does not affect existing payment obligations.

6. DELIVERY, RESERVATIONS AND RETURNS

6.1 Delivery arrangements shall be stated in the Order Acknowledgement: delivery by Supplier/carrier to Location or collection from Supplier/carrier premises.

6.2 Delivery occurs when Supplier delivers to Location, hands Goods to its appointed carrier, or makes Goods available for Customer collection, as applicable.

6.3 Customer shall ensure Location is suitable and accessible and provide information, access, permits and reasonable assistance required for delivery/installation.

6.4 Goods may be delivered by instalments where stated. Delay or defect in one instalment does not entitle cancellation of another unless law requires. Quantity differences within stated or reasonable manufacturing/packing tolerances shall not justify rejection.

6.5 Delivery notes may identify the Order Acknowledgement, products, quantities and handling instructions.

6.6 Delivery dates are estimates unless expressly guaranteed in writing and delivery time is not of the essence unless expressly agreed. Supplier will use reasonable endeavours to meet estimates but is not liable for delay caused by Customer, Force Majeure, carrier/transport disruption, supplier/manufacture shortages or other circumstances beyond reasonable control.

6.7 If Customer fails/refuses to accept Delivery for reasons not attributable to Supplier, Goods may be deemed Delivered; Supplier may store and insure them and Customer shall reimburse reasonable storage, insurance, handling, redelivery and related costs.

6.8 If Customer has not accepted/collected Goods within 15 Business Days after the applicable date, Supplier may resell/dispose of them and recover any shortfall between Price and net resale proceeds plus reasonable storage/disposal costs.

6.9 Reservations are subject to availability and credit terms, are not Orders or Contracts and require written confirmation. Unless agreed otherwise, a reservation lasts up to five Business Days and may not be renewed/repeated for a further 20 Business Days. Supplier may release reserved Goods if Customer has not placed and had accepted a binding Order.

6.10 Supplier may, at its discretion, accept change-of-mind returns where Customer notifies Supplier within 48 hours of Delivery, obtains prior written consent and completes the returns form, provided Goods are unused, uninstalled, unassembled, unaltered, undamaged and in original packaging/condition. Bespoke, customised and made-to-order Goods are excluded. Customer bears reasonable return costs. Supplier may charge a reasonable restocking/re-handling fee up to 20%. These provisions do not limit statutory rights concerning non-conforming Goods.

7. RISK

7.1 Risk passes to Customer on Delivery, including when Goods are handed to a Supplier-appointed carrier. From then Customer is responsible for Goods and shall take reasonable care.

8. TITLE

8.1 Title remains with Supplier until cleared payment for the Goods and all other amounts then due in respect of them.

8.2 Until title passes, Customer shall hold Goods as bailee, keep them identifiable where practicable and in good condition, preserve markings/packaging, insure for replacement value, note Supplier's interest where practicable, notify Supplier of events affecting title and allow reasonable inspection.

8.3 Customer may resell in the ordinary course before title passes if no event under clause 17 applies and resale is at full market value. Title then passes directly from Supplier to Customer's customer immediately before resale.

8.4 If Customer fails to pay, becomes insolvent, ceases/threatens to cease trading or Supplier reasonably believes such an event is likely, Supplier may require immediate return and, if not promptly returned, enter premises to repossess Goods to the extent permitted by law. Customer shall provide reasonable assistance.

9. WARRANTY AND DEFECTIVE GOODS

9.1 For 12 months from Delivery, Supplier warrants that Goods materially conform to Specification, are free from material defects in design/materials/workmanship and are of satisfactory quality to the extent required by law.

9.2 No fitness-for-purpose warranty applies unless expressly agreed in writing. Customer remains responsible for suitability.

9.3 Natural materials may reasonably vary in colour, grain, texture, markings and appearance; such variation is not a defect. Samples, photographs and displays are illustrative unless stated otherwise.

9.4 Customer shall notify Supplier of defects apparent on Delivery/inspection within five Business Days and latent defects within one month after becoming aware or when it ought reasonably to have become aware. Statutory rights that cannot lawfully be excluded remain unaffected.

9.5 Notices shall identify Goods, alleged defect, discovery date, circumstances and available evidence. Customer shall give Supplier reasonable opportunity to inspect/test before repair, modification or disposal.

9.6 For a valid warranty claim Supplier may repair, replace the Goods/part or refund the Price paid for affected Goods. Where Supplier accepts responsibility, it bears reasonable return/collection costs unless agreed otherwise.

9.7 Warranty excludes defects caused by fair wear and tear, accidental/wilful damage, negligence, misuse/improper handling, failure to follow instructions, unsuitable environment, unauthorised modification/repair, Customer Specification, natural-material characteristics, continued use after notice where damage is caused/contributed to, or other causes beyond reasonable control.

9.8 Repaired/replaced Goods remain covered for the unexpired original Warranty Period unless law requires otherwise. Except as expressly stated, implied warranties/conditions are excluded to the maximum lawful extent.

10. ANTI-BRIBERY

10.1 Each party shall comply with applicable Bribery Laws and maintain adequate anti-bribery procedures covering personnel, agents, representatives, subcontractors and associated persons.

10.2 Neither party shall offer, promise, give, request or accept a bribe or other improper payment in connection with the Contract and each shall promptly notify the other of actual or suspected breach.

10.3 Material breach entitles the non-defaulting party to exercise clause 17 rights.

11. MODERN SLAVERY

11.1 Customer warrants that neither it nor, so far as aware, its officers, employees, agents or subcontractors has committed or is under prosecution/investigation for an offence under the Modern Slavery Act 2015, or knowingly operates supply-chain practices breaching that Act.

11.2 Customer shall comply with applicable Modern Slavery Act requirements and Supplier's Modern Slavery Policy where applicable, complete reasonable due-diligence questionnaires and promptly notify Supplier of actual/suspected breach.

11.3 Material breach entitles Supplier to terminate immediately by written notice.

12. INDEMNITY AND INSURANCE

12.1 Customer indemnifies Supplier against losses, damages, liabilities, costs and expenses (including reasonable legal costs) arising directly from Customer breach, negligence, wilful misconduct/unlawful act, unauthorised modification/installation/use, or third-party claims arising from Customer breach.

12.2 The indemnity does not apply to the extent loss was caused by Supplier negligence, wilful misconduct or breach.

12.3 Customer shall maintain appropriate insurance with reputable insurers sufficient for its Contract liabilities and provide reasonable evidence on request.

13. LIMITATION OF LIABILITY

13.1 Nothing excludes/restricts liability where prohibited by law.

13.2 Subject to 13.5, Supplier's aggregate liability under or in connection with a Contract shall not exceed 100% of the Price actually paid or payable for the Goods giving rise to the claim.

13.3 Subject to 13.5, Supplier is not liable for indirect, special or consequential loss, or loss of profit, revenue, business, production, use, contracts, opportunity, anticipated savings/discounts/rebates, data, goodwill or reputation, whether direct or indirect.

13.4 Nothing excludes/restricts liability for death/personal injury caused by negligence, fraud/fraudulent misrepresentation, liability that cannot lawfully be excluded/restricted, or wilful misconduct to the extent such liability cannot lawfully be excluded/restricted.

13.5 Limitations/exclusions apply to the maximum lawful extent and, where reasonableness is required, only to the extent satisfying that requirement.

13.6 Customer acknowledges the Price reflects the risk allocation and Customer may insure risks not assumed by Supplier.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Supplier/licensor Intellectual Property Rights remain theirs. No ownership transfers unless expressly agreed.

14.2 Customer shall not reproduce, copy, modify or commercially exploit Supplier catalogues, designs, drawings, photographs, specifications, branding or other IP except as permitted in writing.

14.3 To the lawful extent, Supplier gives no warranty against third-party IP infringement arising from Goods or Customer use outside Specification.

14.4 Customer warrants it has rights to materials/specifications it supplies and indemnifies Supplier against third-party infringement claims arising from Supplier's use of them.

15. CONFIDENTIALITY AND ANNOUNCEMENTS

15.1 Customer shall keep Supplier/Affiliate Confidential Information confidential and use it only to perform or receive the benefit of the Contract.

15.2 Confidentiality does not apply to information public other than through breach, lawfully known before disclosure, independently developed, or required by law/court/regulator. Where legally permitted, Customer shall notify Supplier before required disclosure and disclose only what is required.

15.3 Obligations continue for five years after termination/expiry; trade secrets remain protected while they remain trade secrets.

15.4 Customer shall not publicly announce matters concerning the Contract or Supplier without prior written consent, except where law/regulation requires.

16. FORCE MAJEURE

16.1 Neither party is liable for delay/failure to perform to the extent caused by a Force Majeure Event.

16.2 Affected party shall notify the other as soon as practicable, give reasonable information about nature/expected duration and mitigate effects. Performance resumes as soon as practicable after the event ends.

16.3 If a Force Majeure Event prevents a material obligation or continues for more than 14 consecutive days or 30 days in any consecutive 60-day period, either party may terminate the affected Contract by written notice. Termination does not affect accrued rights/liabilities.

17. TERMINATION

17.1 Supplier may terminate immediately by written notice if Customer commits an irremediable material breach; fails to remedy a remediable material breach within 14 days after notice; fails to pay an amount due which remains unpaid 30 days after notice; or loses a required licence, consent, authorisation or approval.

17.2 Supplier may also terminate immediately if Customer ceases/threatens to cease substantial business, is unable to pay debts, enters a CVA, administration/receivership, winding-up, relevant enforcement/seizure proceedings, materially affecting freezing order, supplier retention-of-title recovery proceedings, analogous foreign event, or takes steps in anticipation of or has no realistic prospect of avoiding such events.

17.3 Supplier may terminate on 14 days' notice if Customer changes Control or Supplier reasonably anticipates such change within two months.

17.4 Customer shall notify Supplier of events which may trigger termination. Termination does not affect accrued rights/liabilities.

17.5 On termination all sums owed become immediately due; Customer shall return untitled Goods if requested; rights/licences cease unless stated otherwise; surviving provisions remain in force.

18. DISPUTE RESOLUTION

18.1 Parties shall attempt in good faith to resolve disputes. A party may start the procedure by written notice describing the dispute.

18.2 Within seven days, contract managers shall meet; if unresolved seven days later, escalate to senior management/CEOs or equivalent, who shall meet within seven days.

18.3 If unresolved 14 days after that meeting, either party may propose mediation. Agreed mediation shall follow LCIA Mediation Rules or another agreed procedure.

18.4 Nothing prevents court proceedings or urgent interim/injunctive relief.

19. NOTICES

19.1 Formal notices must be in writing and English, signed by/on behalf of sender except email, and sent to the contractual/subsequently notified address or email.

19.2 Notices are deemed received: hand delivery when receipt signed; Royal Mail Recorded Signed For at 9.00 am on second Business Day after posting; International Tracked & Signed/International Signed at 9.00 am on fourth Business Day; email when delivery/read receipt is received and no failure notice; other agreed electronic method according to delivery confirmation.

19.3 Contact changes take effect on stated date or, if none, seven Business Days after deemed receipt. This clause does not apply to service of court/legal-proceeding documents.

20. CUMULATIVE REMEDIES

20.1 Supplier rights/remedies are cumulative and do not exclude rights/remedies at law.

21. TIME

21.1 Unless expressly stated otherwise, time is of the essence for Customer obligations. Time is not of the essence for Supplier delivery unless expressly agreed.

22. FURTHER ASSURANCE

22.1 Customer shall, at Supplier's reasonable request and Customer's cost, execute documents and take reasonable actions required to give effect to the Contract.

23. ENTIRE AGREEMENT

23.1 Contract is the entire agreement concerning its subject matter and supersedes prior discussions/arrangements. Each party confirms it has not relied on representations/promises not expressly set out. Nothing excludes fraud/fraudulent misrepresentation liability.

24. VARIATION

24.1 Contract variations require written agreement by authorised representatives of Supplier and, where applicable, Customer.

24.2 Supplier may update these Conditions for future Orders only; updates do not retrospectively change existing Contracts unless agreed.

25. ASSIGNMENT AND SUBCONTRACTING

25.1 Customer shall not assign, transfer, charge, subcontract or otherwise deal with Contract rights/obligations without Supplier's prior written consent.

25.2 Supplier may reasonably withhold consent where proposed arrangements adversely affect rights, credit risk or performance.

25.3 Customer may perform through an Affiliate with prior written notice, remaining fully responsible and without increasing Supplier obligations/reducing Customer liability.

25.4 Supplier may assign/transfer to an Affiliate or successor in connection with sale, restructuring, merger or business transfer.

26. SET-OFF

26.1 Supplier may set off amounts owed to Customer against amounts owed by Customer, whether under the Contract or otherwise, to the extent lawful.

26.2 Customer shall pay Supplier without set-off/counterclaim/deduction/withholding except where required by law.

27. NO PARTNERSHIP OR AGENCY

27.1 Contract creates no partnership, joint venture, agency, employment or fiduciary relationship. Neither party may bind the other unless expressly authorised in writing.

28. EQUITABLE RELIEF

28.1 Breach/threatened breach of confidentiality, IP or similar obligations may cause irreparable harm. Supplier may seek specific performance, injunctions or other equitable remedies where appropriate.

29. SEVERANCE

29.1 An illegal/invalid/unenforceable provision shall be modified minimally to become lawful/valid/enforceable; if impossible it is deemed deleted. Remaining provisions continue.

29.2 Parties shall negotiate a valid replacement closest to the original commercial intention.

30. WAIVER

30.1 Delay/failure by Supplier to exercise rights is not waiver; partial exercise does not prevent further exercise.

30.2 Waiver is effective only in writing signed by an authorised Supplier representative and waiver of one breach is not waiver of later breach.

31. COMPLIANCE WITH LAW

31.1 Each party shall comply with applicable laws, regulations, regulatory requirements and industry standards relevant to its obligations.

31.2 Customer shall maintain licences, permits, consents and authorisations needed to purchase, receive, install and use Goods.

32. CONFLICTS

32.1 If documents conflict, these Conditions prevail unless the relevant document expressly states that it overrides a specified provision.

33. COSTS AND EXPENSES

33.1 Each party bears its own negotiation, entry and performance costs except as expressly stated. Customer shall reimburse reasonable additional costs expressly chargeable under the Contract.

34. THIRD-PARTY RIGHTS

34.1 Except as stated here, non-parties have no rights under the Contracts (Rights of Third Parties) Act 1999.

34.2 Supplier Affiliates may enforce provisions which expressly or by nature benefit them. Affiliate consent is not required to rescind, vary or terminate.

35. GOVERNING LAW

35.1 Contract and all contractual/non-contractual disputes are governed by the laws of England and Wales.

36. JURISDICTION

36.1 Courts of England and Wales have exclusive jurisdiction over disputes concerning the Contract, including existence, validity, interpretation, performance and termination.

36.2 Supplier may seek interim, protective or injunctive relief in any competent court where necessary to protect rights/assets.

IMPORTANT B2B STATUS

These Conditions are intended for business-to-business contracts. Where Customer is a consumer, these Conditions must not be relied upon as a substitute for consumer-specific terms and the Supplier shall comply with mandatory consumer protection legislation.

BUK Ltd

Company No. 01269080 | VAT No. 907878379

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