

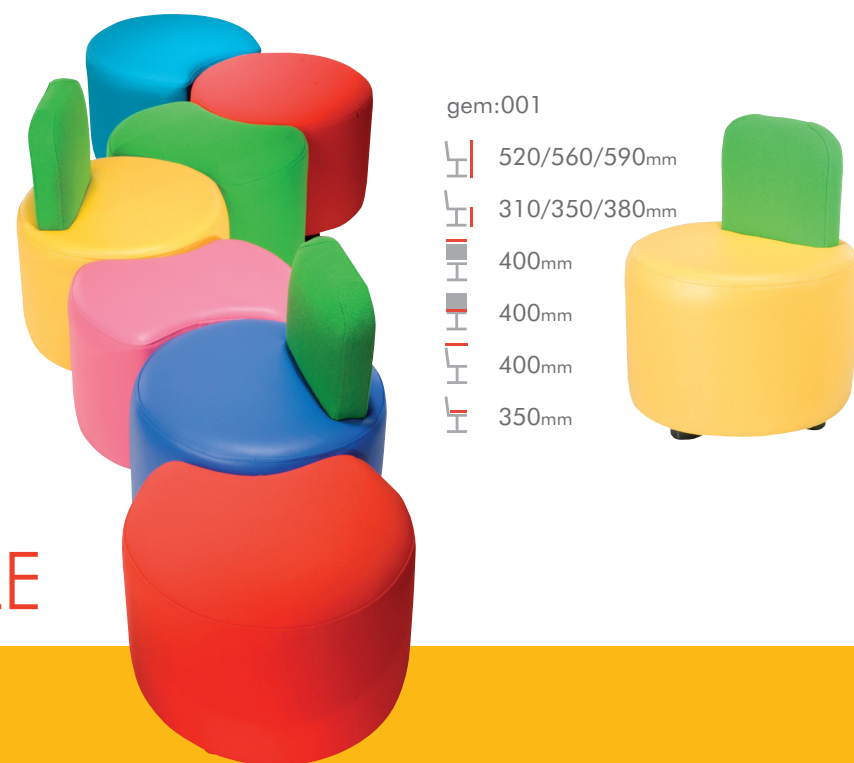


FUSION
10
FURNITURE
contemporary upholstered furniture

MINI GEMS 2023



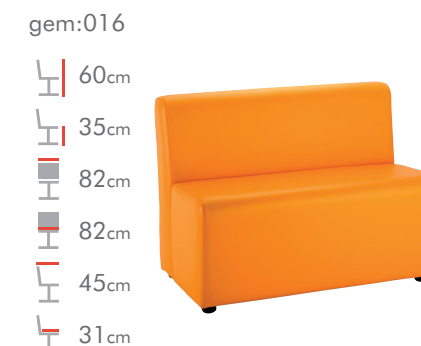
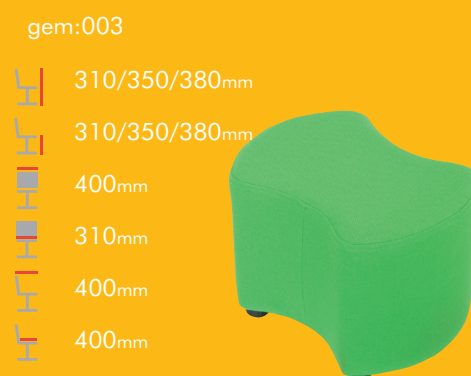
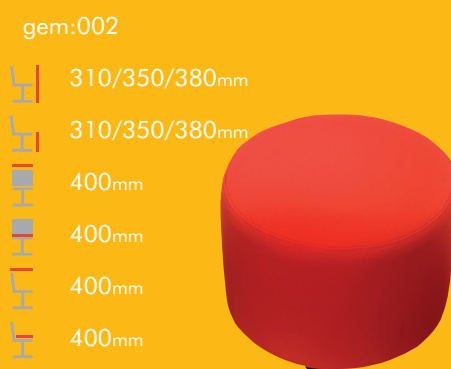
SMILE



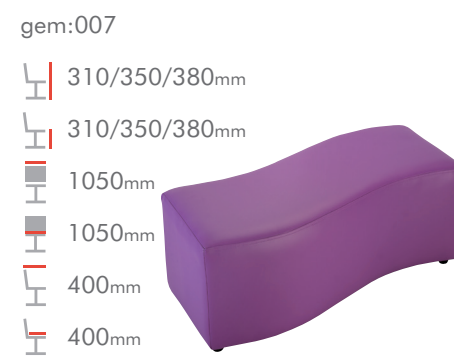
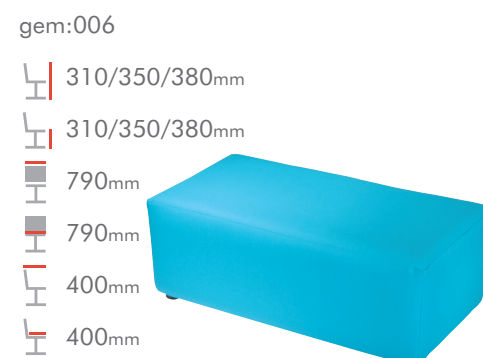
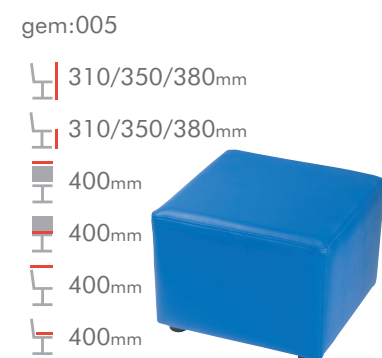
Our Mini Gems Range, exclusively for children and young people, from Keystages **1** to **3**.



JOLLY NOTES



EASIBLOCKS



All products can be manufactured to bespoke dimensions, contact the sales office with any enquiries.





A comprehensive range of upholstered stools that work really well teamed together and are equally stylish when individual.



gem027
50mm
1000mm
2000mm



gem029
700mm
600mm
600mm



gem030
900mm
845mm
845mm



MATS AND BEANBAGS

gem:008

310/350/380mm
310/350/380mm
400/530mm
400/530mm
400mm
400mm



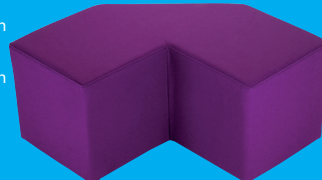
gem:009

310/350/380mm
310/350/380mm
300/850mm
300/850mm
300mm
400mm



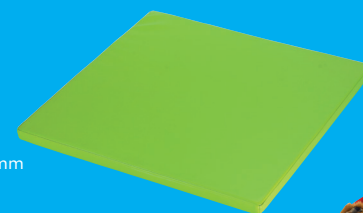
gem:010

310/350/380mm
310/350/380mm
560/1000mm
560/1000mm
400mm
400mm



gem023

50mm
1000mm
1000mm



gem031
700mm
700mm
600mm



gem024
50mm
1000mm
1000mm



Where **3** heights are given, please state the height you require when ordering.



gem025
50mm
1000mm
740mm



gem026
50mm
500mm
500mm



gem028
200mm
700mm
700mm





HI FIVE



Bespoke tiered seating can be made to fit any space.....



RUMBLE TUMBLE

gem:012

60cm
35cm
44cm
44cm
47cm
35cm

gem:013

60cm
35cm
88cm
88cm
47cm
35cm

gem:014

35cm
35cm
47cm
47cm
47cm
47cm

gem:018

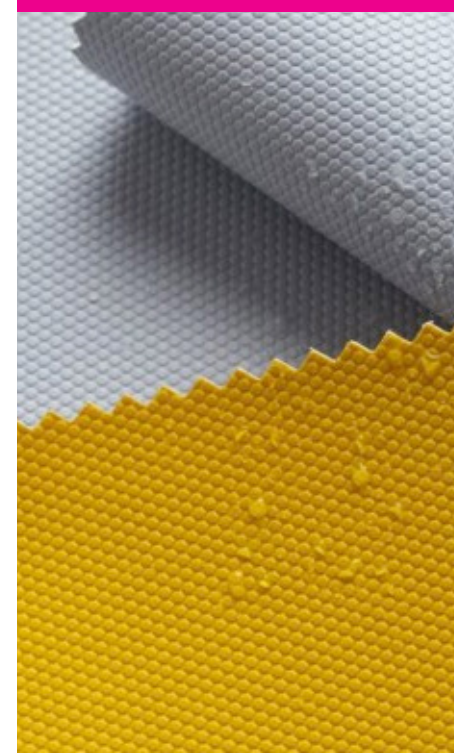
54.5cm
31.5cm
52cm
38cm
52cm
37cm

gem:019

54.5cm
31.5cm
92cm
78cm
52cm
37cm

gem:020

54.5cm
31.5cm
132cm
118cm
52cm
37cm



All products can be upholstered with a wide choice of hard wearing fabrics and vinyls.



All Fusion 10 products come with a ten year structural guarantee.





BESPOKE

Furniture that
adapts to children's
learning and play
spaces...



TUBBIES

gem:021

- 65cm
- 35cm
- 60cm
- 38cm
- 54cm
- 38cm



gem:022

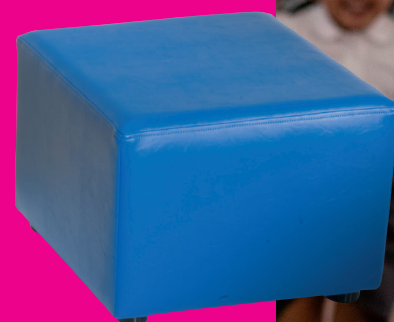
- 65cm
- 35cm
- 100cm
- 80cm
- 54cm
- 38cm



Bespoke seating can
be made to fit any
space.....



Logo sofas



High quality
childrens furniture
that's practical,
built to last and
brings the
fun-factor.



FABRICS GROUPS	1	2	3	4	5
ABBOTSFORD		Classic Plain Classic Herringbone	Classic Melton	Feast Country Classics	Exhilarate & London Exquisite Heathers
AGUA		Libra	Aura UV Cashmir Juno Linetta Oregon Hyde Primeira Alberta Hyde Aries Lunar Paint Pot Parody Linen Taurus Tierra Eco	Cord Finezza Pearl VerdEco Mistique 7 Collection	
AGUA @ WORK		Task C5	Buro C5 Cartella C5 Stol C5 Kontor C5 Lavoro C5		
CAMIRA	Era Rivet	Canopy (on phase out)	Aspect Honeycomb Mainline Plus Quest Manila Vita X2	24/7+ 24/7 Flax Aquarius Blazer Deca Halcyon Aspen, Blossom and Cedar Hemp Intevene Plain and Texture Kyoto Oceanic Silk Sumi Synergy Track	Regent
CHIEFTAIN	Trimcell Legend Trimcell Classic	Just Colour Carino Just Patterns	Lionella Carousel Ravel Multistretch		
GABRIEL		Noma Chli	Connect Gaja C2c Gaja Classic Go Check Go Couture Step Step Melange	Focus Focus Melange Focus Royale Crisp Breeze Fusion Morph	
GEOMETRIC				Bilston City	Artemis Babylon Classics Empire Corte
INLOOM			Jet Jet Bioactive One Radio Riva Time	Milano Nautilus	
PANAZ			Alba Cadet Colours	Brookland with acrylton tech Highland Plain Microvelle	
SPRADLING	Mardi Gras	Valencia C5	Hitch C5 Avantgarde Dolce C5 Silvertex C5		
YARWOOD		Dollaro	Vintage Churchill	Colorado Element	

FABRIC BANDINGS: Should your fabric of choice not be listed please contact our sales office who will be happy to help. For a price in leather, please contact the sales office.
The above is intended as a guide only. Please ensure you check the suitability of your selected fabric for its application prior to ordering.
FABRIC SWATCHES: We recommend that your final selection is made based on a physical swatch.
Please note colour accuracy of printed fabric swatches is not guaranteed as it is only a guideline.

Terms and conditions

1. CONDITIONS OF SALE: The following Terms and Conditions are binding upon the Customer and Fusion10 whose registered office Stakehill Ltd, Lockett Road, South Lanes Ind Est, Ashton-in-Makerfield WN4 8DE and principal place of business is 30 Dawley Trading Estate, Stallings Lane. Kingswinford, West Midlands, United Kingdom. DY6 7AP (hereinafter referred to as 'the Company'). "The Customer" shall mean the buyer of the Goods and 'the Goods' shall mean any goods whatsoever sold and supplied by the Company. Except to the extent (if any) required by law no condition warranty guarantee undertaking representation or statement (whether oral or written) not contained in these conditions shall be binding upon the Company. These Conditions shall prevail notwithstanding any Terms or Conditions of any Order submitted by the Customer and shall be subject to the Provisions of the Unfair Contract Terms Act 1977.

2. QUOTATIONS: The placing of an Order following a Quotation given by the Company shall not be binding upon the Company until and unless acknowledged by the Customer in writing within any time limit specified in that Quotation or by delivery of the Goods to the Customer. In the case of an Order being placed by the Customer where no Quotation has been given the Order shall only be binding upon the Company when accepted in writing by the Company.

3. PRICE AND PAYMENT: a. The prices invoiced for all Goods supplied will be those as expressed on the Company Order Acknowledgment and carriage, delivery and insurance charges will be invoiced on the same basis.

b. The Customer shall pay for the Goods and any carriage, delivery or insurance charges within thirty days of delivery of the Goods.

c. In the event of any delay in supply or delivery of the Goods caused by instructions given by the Customer the Customer shall be liable to pay all extra expenses and any loss thereby incurred by the Company.

d. Should any sums be overdue for payment from the Customer to the Company then all other amounts owing to the Company shall immediately become due for payment.

e. The place for payment is deemed to be the address of the Company as stated in these Conditions at clause 1. above or if different the address of the Company as stated in the invoice or statement.

f. The Company may at any time before delivery and without prejudice to any other Terms herein and in particular sub-clause a. of this clause 3. require payment in full in advance of delivery.

g. When payment is to be made by instalments the failure of the Customer to pay any instalments on the due date shall entitle the Company to treat such failure as a repudiation of the enter Contract and to recover damages for such breach of Contract.

4. DELIVERY DATES: Dates or period for delivery in the agreement are approximate only and not of the essence of this Contract.

5. DELIVERY OF THE GOODS AND PASSING OF PROPERTY AND RISK THEREIN:

a) Delivery shall be deemed to be effective and the risk in the Goods shall pass

i) In the case of Goods to be supplied c.i.f or f.o.b. when the Goods pass over the ships rail at port of shipment.

ii) In the case of Goods to be collected by the customer or Customer's agent - when the Goods are loaded on the vehicle collecting them.

iii) in other cases -when the Goods are unloaded at the ground floor entrance of the address nominated by the Customer or the Customer's agent for delivery.

b) Retention of Title. Although risk in the goods supplied passes to the Purchaser on delivery, legal title in such goods shall not pass to the Purchase until Fusion 10 has received in cleared funds the full price payable for such goods and ALL other goods supplied by Fusion 10 to the Purchaser for which payment is then due. Until legal title passes, the Purchaser shall hold the goods as Fusion 10 fiduciary agent and bailiff and shall keep them properly stored, protected, insured and identified as Fusion 10 property. Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to Fusion 10 for their proceeds of sale and pending payment shall hold such proceeds on trust for Fusion 10 absolutely The Purchaser's right to resell or use the goods shall terminate automatically if a liquidator or (administrative) receiver or administrator of the Purchaser is appointed or an order is made or a resolution passed for the winding up of the Purchaser. Until such time as legal title in the goods passes to the Purchaser Fusion 10 may at any time require the Purchaser, its liquidator, (administrative) receiver or administrator

c) Without prejudice to the right of the Company for breach of Contract if the Customer fails to give the Company instructions as to delivery when so requested and refused, to accept delivery of the Goods the Company may charge the Customer such loss or damage as may be suffered or incurred by the Company by reason thereof.

d) The Company reserves the right to charge the Customer delivery for all or any orders under £500.00 net invoice value excluding VAT.

6. ACCURACY: The Company reserves the right to change or amend any Goods or their specification as displayed or indicated in any advertisement on the Company literature without prior notice or consent from the Customer other than information contained in a specific written quotation given by the Company.

7. CANCELLATION: The Customer shall have no right under any circumstances to cancel the Agreement or any instalment or order hereunder without prior written consent of the Company. If materials have been ordered these will be chargeable.

8. BREAKAGES OR SHORTAGES: Any claim in respect of damage in transit to or shortage of Goods must be made in writing by the Customer to the Company no later than three days after the delivery of the Goods or within such shorter period during which the Company is required to make claims upon the carriers concerned. Figures or quantities in documents issued by carriers will not be issued as evidence at shortage. To return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored. In addition and without prejudice to any other right or remedy available to Fusion 10. if the purchaser is in breach of the payment terms or of any of its obligations under this clause. Fusion 10 shall be entitled to cancel the contract suspend further deliveries, terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

9. INSPECTION: The Customer shall inspect the Goods immediately upon arrival and shall within three days of such arrival give notice to the Company in writing of any matter or things by reason whereof the Customer may allege that the Goods are not in accordance with the Contract and the Customer shall be bound to accept and pay for the same accordingly. No claim will be met by the Company if not made within such period. It is essential that all goods delivered by 3rd parties are inspected for damage before signing the receipt, failure to do so will result in our refusing to accept any liability for any damages or losses subsequently reported.

10. INDEMNITY: The Customer shall indemnify the Company against any damages, costs or expenses whatsoever which may be incurred by the Company in consequence of any alleged or proved infringement of any patent trade mark or design or claims by any third party in respect of manufacture or delivery of any Goods in accordance with the Customer's instructions.

11. SET-OFF: a. The Customer shall not be entitled to withhold payment of any amount payable under the Agreement to the Company by reason of any disputed claim by the Customer in connection with the Agreement nor shall the Customer be entitled to set off against any amount payable under the Agreement to the Company any amount which is not then due and payable by the Company or for which the Company disputes liability.

b. The Company reserves the right to set-off any amount due for Goods purchased by the Customer against any amount due for payment by the Customer to the Company or any associated Company from time to time.

12. TERMINATION: a. The Company shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part the Agreement or any or every other Contract with the Customer or to suspend any further deliveries under the Agreement or any or every other such Contract in any of the following events:

i) If any debt due and payable from the Customer to the Company is unpaid at the due date for payment.

ii) If the Customer has failed to take delivery of any Goods under the Agreement or any other Contract as aforesaid otherwise than in accordance with the Customer's contractual rights.

iii) If the Customer becomes insolvent or being a body corporate has a receiver appointed or passes a resolution for the winding up or a Court makes an order to that effect - or being an individual or partnership makes any composition or agreement with his or their creditors or has a Receiving Order made against him or them.

b. In addition to any right or lien which the Company may have the Company shall in any of the events described in paragraph (a) (iii) above have a general lien over all Goods of the Customer then in possession of the Company for the unpaid price of any goods sold and delivered by the Company to the Customer under the Agreement or any other Contract.

13. NON-DELIVERY OF INSTALMENTS: Failure by the Company to deliver any installment under the Agreement shall not entitle the Customer to cancel or suspend the Agreement or any other instalments.

14. WAIVERS: The Company's rights and remedies shall not be prejudiced by any indulgence or forbearance to the Customer and no waiver by the Company of any breach by the Customer operate as a waiver of any subsequent breach.

15. ASSIGNMENT: The Agreement or any part thereof neither shall nor be assigned by the Customer without the prior written consent of the Company.

16. INTEREST ON OVERDUE ACCOUNTS: The Company reserves the right to charge interest accruing from day to day at three percent above the base rate from time to time of Barclays Bank plc on all overdue accounts.

17. FORCE MAJEURE: The Company shall not be in breach of any obligation hereunder to the extent that performance thereof is prevented or hindered by any industrial dispute, shortage of raw materials or any other cause beyond its reasonable control.

18. WARRANTY: a. The Company warrants that the Goods are as described and are of good quality at the date of supply or delivery whichever is the later. The Company shall not in any circumstances be liable under this warranty when any defect in Goods is due:

i) To Goods being used in any abnormal manner: or

ii) To the act, neglect or default of the Customer: or

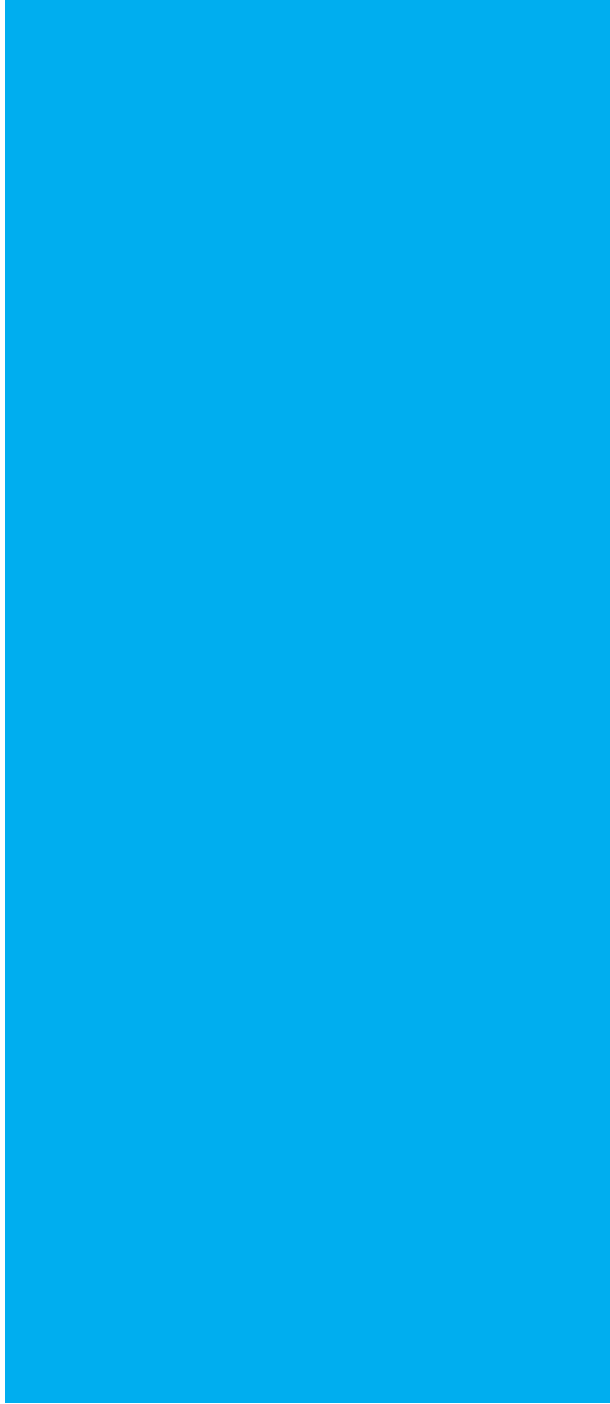
iii) Any incorrect or misleading information or instruction given by the Customer or the absence of such information or instruction.

b. The Company's sole liability for breach of any of the warranties set out in a. above will be to replace, renew or repair the Goods or part or parts thereof provided that the Company will not be liable to replace, renew or repair the Goods or part or parts thereof where such replacement, renewal or repair is impossible through any circumstances beyond the reasonable control of the Company. AND Provided further that the total liability of the Company for replacement, renewal or repair under the Contract shall not exceed the original invoice value of the Contract.

c. Subject to the provisions of clause 1. of these Conditions any of sub-clause a. of this clause above and the provisions of the Unfair Contract Terms Act 1977 all express or implied warranties or conditions statutory or otherwise as to quality or fitness for any particular purpose of the Goods are hereby expressly excluded and the Company shall exclude any liability whatsoever in so far as it is able to do so In respect of defects In the Goods or for any injury, damage, loss or consequential loss resulting from any defects from any cause whatsoever.

19. PROPER LAW: The construction validity and performance of the agreement arising from or in connection with these Terms and Conditions shall be governed by the laws of England being English internal law and the parties submit to the jurisdiction of the Courts of England.

20. STATEMENT OF STANDARDS: Fusion chairs are based on industry standards and the requirements of our customers: they may not strictly comply with British, European or International Standards. Therefore Fusion 10 accepts no liability for claims made regarding the above standards or instances related to them.



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