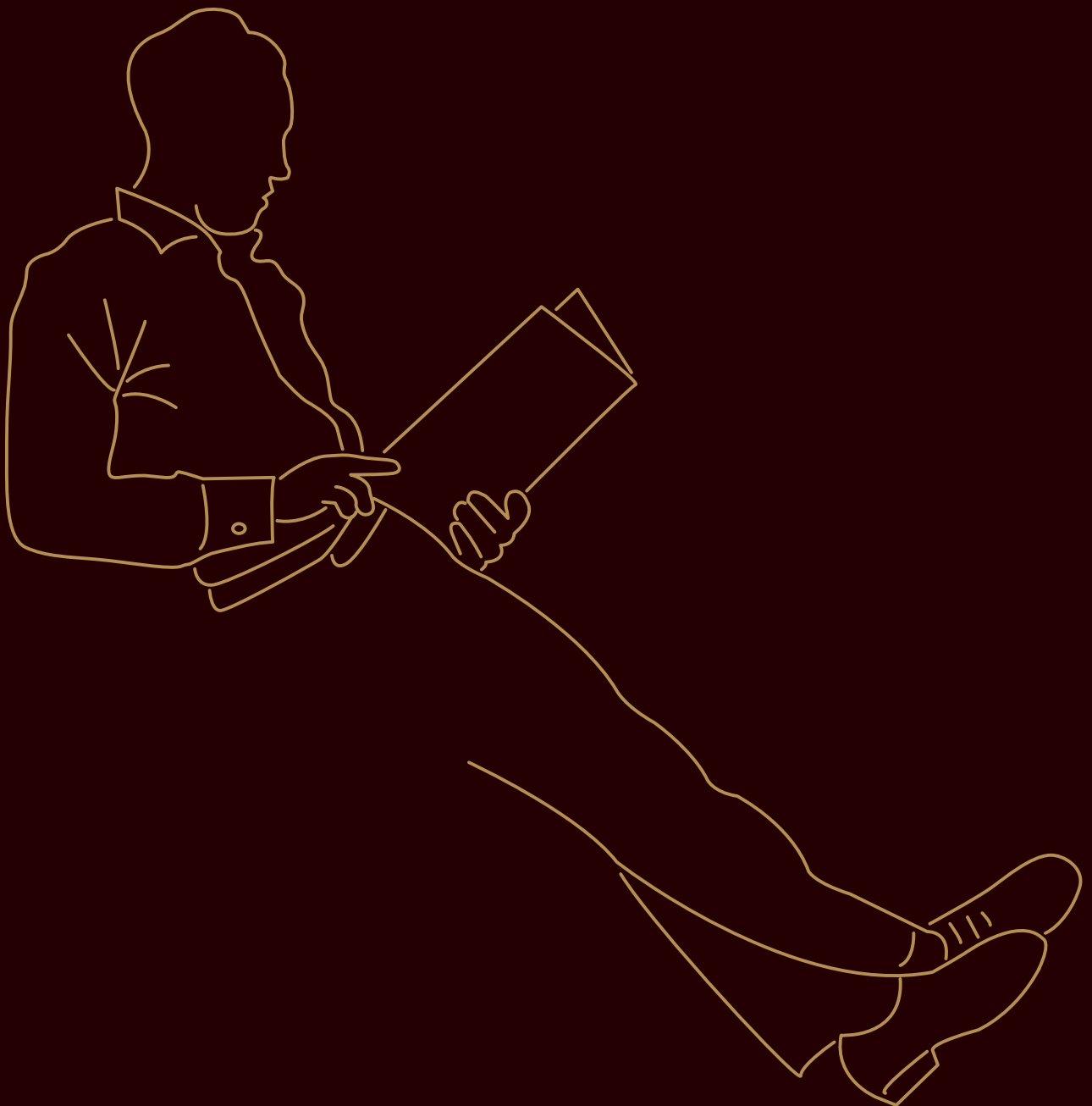


# FUSION



## About us

### Definitions

#### Fusion

1. a coalition of parties or factions
2. the amount of energy required to change the composition of one component to another

#### 10

1. a group of 10 highly skilled upholsterers and craftsmen

Fusion10 blends great design with the best of British craftsmanship in delivering contemporary soft seating.

With 200 years combined experience in design, upholstery and manufacturing, we know a thing or two about producing quality products that meet the needs of modern commercial interiors.

Our philosophy and objectives are built upon four simple yet effective principles.

**A belief and dedication in the strength of British manufacturing:** our team of ten highly skilled upholsterers and craftsmen mix time-proven techniques with the latest technology to produce beautiful results time and again

**Passion for design:** our in-house creativity and exciting collaborations with UK design entrepreneurs have produced distinctive designs that offer the perfect balance of practical and aesthetic features

**Belief in quality:** sourcing the best raw materials for our skilled team to transform into seating that inspires and endures

**Commitment to sustainability:** our policies and practices look to protect the environment, conserve natural resources and reduce waste as far as possible.



## Bespoke services

### **Bespoke services – “made to individual order; custom made”**

Most of us spend more hours at work than anywhere else. It is therefore important that your business environment is exactly right for employee and customer alike.

Our contemporary upholstery can be made to order. We work with architects, specifiers, contractors, interior designers and discerning individuals to create seating solutions that make the most of spaces.

We make it easy.

**Specification:** we'll work with you or your own design team/contractors to agree requirements

**Survey:** we will accurately measure your space to design and model our seating perfectly for your environment

**Select:** we choose the best UK-sourced materials and combine them with the traditional skills associated with a heritage of British upholstery

**Service:** through every stage of the process you'll receive the highest level of care and attention – delivering maximum results with minimum fuss and disruption to you and your business.

Whatever type of solution it is that you may be looking for, we invite you to take advantage of our knowledge and experience in creating the space within your environment that really works for the business.



## Environmental policy

Our commitments to society and the environment shape who we are and what we do. Our belief and focus within the business is to reduce costs, environmental impact and levels of waste, whilst increasing efficiency.

We seek to achieve this through implementing the following:

- The company's compliance with relevant legislation
- Pollution prevention through avoidance, reduction and control
- Purchasing environmentally friendly raw materials. We are a UK-based company supplying UK-based customers and wherever possible we endeavour to source raw materials and components within the UK in order to optimise sustainable consumption by reducing 'product miles'
- We are in the process of off-setting the carbon emissions of individual chairs. This involves measuring the processes relating to obtaining raw materials, manufacturing the component parts and all activities involved prior to arriving at the customer
- Using non-toxic glue
- Reduction of harmful emissions to the atmosphere from our production processes
- We take an approach to product design that focuses on the use of sustainable materials and the utilisation of minimum energy output in our manufacturing processes
- Reducing waste by implementing a waste minimisation programme which targets waste reduction, re-use and recycling opportunities
- Reduction in the quantity and quality of packaging materials
- Where possible we offer the option of up-lifting existing chairs on site, and redistribute in a variety of ways:
  - Sold directly by ourselves with the profits going to a charity
  - Used to support initiatives that support establishing schools or health clinics in developing nations.

Company personnel understand our environmental goals and policy. They are trained to implement environmental management effectively.

Our company's environmental objectives and progress towards these will be regularly published and made available internally and to the public. They will be reviewed and updated at the Company's annual management review meeting.



## CORAL

A modern style, the Coral range offers a chrome end leg frame with fully upholstered seat and back that make this curvaceous range stand out. The most modern fabrics and leathers complete the look and feel of quality. Available as a single or two seater. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Single

o/a height	690
o/a width	910
o/a depth	800
seat height	445
seat width	545
seat depth	500

### Twin

o/a height	690
o/a width	1580
o/a depth	800
seat height	445
seat width	1215
seat depth	500

### Models

Style	Model
Single	cor:001
Twin	cor:002



## AMBER

Elegant classic designed with a polished tubular frame, ideal for reception or executive seating areas. Available as a single armchair or two seater sofa. The armchair or sofa rests within a polished classic designed frame. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Single

o/a height	775
o/a width	940
o/a depth	900
seat height	440
seat width	552
seat depth	545

### Twin

o/a height	775
o/a width	1530
o/a depth	900
seat height	440
seat width	1140
seat depth	545

### Models

Style	Model
Single	amb:001
Twin	amb:002



## PLATINUM

A classic retro design, Platinum offers style and comfort in a versatile range that configures into many layout options. Available as a single or twin sofa with or without the quilted effect, both are available as armed, no arms or left or right arm only. A table and pouffe complement the range. All are available with either wooden or chrome feet, or a polished skid frame as shown. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



Single	Arms	No arms	One arm
o/a height	660	660	660
o/a width	900	590	740
o/a depth	790	790	740
seat height	430	430	430
seat width	590	590	590
seat depth	530	530	530

Twin	Arms	No arms	One arm
o/a height	660	660	660
o/a width	1420	1100	1300
o/a depth	790	990	790
seat height	430	430	430
seat width	1120	1100	1120
seat depth	530	530	530

Pouffe	
o/a height	430
o/a width	840
o/a depth	380

Table	
o/a height	430
o/a width	740
o/a depth	740

Models	
<b>Style</b>	<b>Model</b>
Single	pla:001
Twin	pla:002
Pouffe	pla:003
Table	pla:004
Single LH/RH arm	pla:005/006
Twin LH/RH arm	pla:007/008
Single without arms	pla:009
Twin without arms	pla:010



## MORION

Contemporary design with stylish detailing, fully upholstered contemporary furniture with smooth lines and simplicity in mind. Single or twin available with either chrome or wooden feet or a polished skid frame. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Single

o/a height	700
o/a width	870
o/a depth	760
seat height	450
seat width	550
seat depth	510

### Twin

o/a height	700
o/a width	1425
o/a depth	760
seat height	450
seat width	1100
seat depth	510

### Models

Style	Model
Single	mor:001
Twin	mor:002



## MOONSTONE

Moonstone is a contemporary range ideal for open space environments. The simplistic design with straight lines enhance the overall appearance of this range. Available as a single, double, three seater, table and pouffe with the option of wooden or chrome feet or a polished skid frame. Quality fabrics and leathers will complete the look and feel. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Single

o/a height	740
o/a width	970
o/a depth	760
seat height	460
seat width	620
seat depth	540



### Twin

o/a height	740
o/a width	1600
o/a depth	760
seat height	460
seat width	1240
seat depth	540



### Three seater

o/a height	740
o/a width	2210
o/a depth	760
seat height	460
seat width	1880
seat depth	540



### Pouffe/table

o/a height	460
o/a width	760
o/a depth	760

## Models

Style	Model
Single	moo:001
Twin	moo:002
Three seater	moo:003
Pouffe	moo:004
Table	moo:005



## MALACHITE

A contemporary design, the Malachite delivers the perfect solution to all corporate environments. The range is available with or without the headrest, wooden or chrome feet or polished skid frame. Single or twin options, all components are UK sourced, UK manufactured and come with a full 10 year structural guarantee.



### Single

o/a height	580/790*
o/a width	790
o/a depth	760
seat height	370
seat width	560
seat depth	490

\*o/a height with/without headrest

### Twin

o/a height	580/790*
o/a width	1300
o/a depth	760
seat height	370
seat width	1090
seat depth	490

\*o/a height with/without headrest

### Models

Style	Model
Single	mal:001
Twin	mal:002
Single without headrest	mal:003
Twin without headrest	mal:004



## SAPPHIRE

Sapphire is a contemporary range ideal for a modern office environment. Available as a single armchair, a two or three seater sofa. The three seater sofa has two generously filled seat cushions and back cushions with feathers for extra comfort and style shown with polished chrome square feet, also available with wooden feet. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Single

o/a height	900
o/a width	940
o/a depth	920
seat height	465
seat width	580
seat depth	520

### Twin

o/a height	900
o/a width	1510
o/a depth	920
seat height	465
seat width	1150
seat depth	520

### Three seater

o/a height	900
o/a width	2100
o/a depth	920
seat height	465
seat width	1750
seat depth	520

### Models

Style	Model
Single	sap:001
Twin	sap:002
Three seater	sap:003



## BLUEBIRD

The traditional tub chair, Bluebird offers simplistic style in a classic range. Available as a single or twin seater with chrome or wooden feet designed to suit any corporate environment. The most modern fabrics and leathers will complete the look and feel of quality. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Single

o/a height	780
o/a width	640
o/a depth	620
seat height	460
seat width	540
seat depth	510

### Twin

o/a height	780
o/a width	1240
o/a depth	620
seat height	460
seat width	1140
seat depth	510

### Models

Style	Model
Single	blu:001
Twin	blu:002



## STARLITE

Starlite offers a stylish yet functional solution to a whole range of workspace seating needs. The exceptional comfort and style are impressive features, lending itself well to breakout, lounge and reception areas. Available with chrome angle feet or wooden square feet, the Starlite comes as a single tub or twin sofa. The most modern fabrics and leathers will complete the look and feel of quality. Components are UK sourced, UK manufactured and product comes with a 10 year structural guarantee.



### Single

o/a height	760
o/a width	840
o/a depth	760
seat height	430
seat width	540
seat depth	540

### Twin

o/a height	760
o/a width	1400
o/a depth	760
seat height	430
seat width	1040
seat depth	540

### Models

Style	Model
Single	sta:001
Twin	sta:002



## PEARL

A superbly comfortable, fully upholstered tub chair and two seat sofa designed to meet the demands of a more discerning audience. With chrome or wooden feet the most modern fabrics and leathers will complete the look and feel of quality. All components are UK sourced. Manufactured in the UK the range comes with a full 10 year structural guarantee.



### Single

o/a height	810
o/a width	760
o/a depth	640
seat height	480
seat width	480
seat depth	480

### Twin

o/a height	810
o/a width	1300
o/a depth	640
seat height	480
seat width	990
seat depth	480

### Models

Style	Model
Single	pea:001



## SUNSTONES

Radiant and Solitaire are two fun, functional pebble shaped stools, bringing a new and modern seat for informal meeting spaces and breakout areas. Shown in a pebble effect fabric, they could be covered in vibrant fabrics and leathers to stimulate or pastel shades to calm the working environment. A full 10 year structural guarantee.



### Radiant

o/a height 440  
o/a width 110  
o/a depth 900

### Solitaire

o/a height 440  
o/a width 112  
o/a depth 760

### Models

#### Style

Radiant  
Solitaire

#### Model

sun:001  
sun:002



## COMET

A versatile range of reception or break-out seating that configures into many layout options. Available as a seat with an upholstered back, a pouffe or a glass top table. Each unit can be used individually or as part of a group. The most modern fabrics and leathers complete the look with an option of contrasting seat and backs for a fun contemporary look. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Circular

o/a height	440-780
o/a width	800
o/a depth	800
seat height	440
seat width	800
seat depth	510-800



### Segment

o/a height	440-780
o/a width	570-670
o/a depth	800
seat height	440
seat width	570
seat depth	510-800



### Outer curved

o/a height	440
o/a width	680
o/a depth	800
seat height	440
seat width	570
seat depth	800

## Models

### Style

Circular chair  
Circular pouffe  
Circular table  
Segment chair  
Segment pouffe  
Segment table  
Outer curved chair  
Outer curved pouffe  
Outer curved table

### Model

com:001  
com:003  
com:005  
com:002  
com:004  
com:006  
com:009  
com:007  
com:008



## GRANAT

A square alternative to the circular Comet. Granat is a versatile range of square modular reception/break-out seating. Available as a seat or pouffe. Each unit can be used individually or as part of a group dependant upon your requirements. Choose from a wide range of fabrics, with an option of contrasting seat and backs for a fun contemporary look. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Chair

o/a height	820
o/a width	700
o/a depth	700
seat height	475
seat width	700
seat depth	495

### Pouffe

o/a height	475
o/a width	700
o/a depth	700
seat height	475
seat width	700
seat depth	700

### Models

Style	Model
Chair	gra:001
Pouffe	gra:002



## FLASHFIRE

A contemporary range of upholstered stools. Available as round and square shapes, with polished feet. Both have detailed stitching and the lower half of the square stool has concave detailing, ideal for any environment. The most modern fabrics and leathers complete the look for a fun contemporary feel. All components are UK sourced, manufactured in the UK and come with a full 10 year structural guarantee.



### Square

o/a height 455  
o/a width 420



### Round

o/a height 455  
o/a width 410

### Models

Style	Model
Square stool	fla:001
Round stool	fla:002

## Ordering information

### **ACKNOWLEDGEMENT OF ORDERS**

Orders must be placed in writing, please ensure all required details are shown clearly to eliminate any error or omissions. Orders will be acknowledged in writing, please check all details. Fusion 10 cannot be held responsible for customer errors or omissions.

### **SHOWROOM CHAIRS**

All showroom seating will be invoiced on delivery. Providing the chair is returned within 30 days in perfect condition a full credit note will be raised.

### **DELIVERY CHARGES**

Delivery of orders with a value of £500+ will be delivered free of charge to customer premises. Orders under £500 will be subject to a delivery charge.

### **CUSTOMERS OWN MATERIAL (COM)**

Customers own material is priced under Band A and subject to Fusion 10 approval.

### **DIRECT DELIVERIES**

For direct deliveries to installation a surcharge may be made, please contact our sales office for details. In the case of all direct deliveries to site please ensure sufficient manpower is available to offload deliveries.

### **TERMS OF PAYMENT**

Invoices are due for payment 30 days from date of delivery. All goods remain the property of Fusion 10 until paid in full.

### **CANCELLATION**

Fusion 10 are only able to accept cancellations within 5 working days from receipt of order. All cancellations must be made in writing.

### **PRODUCT GUARANTEE**

Fusion 10 is committed to quality throughout design, manufacture and customer service. All furniture is checked before despatch and should give satisfaction when used for the purpose for which it is intended. We offer a 10 year structural guarantee, based on normal 8 hour working days and environments. Where the seating is used on a 24 hour basis a 2 year guarantee is provided. Upholstery and any moving mechanical parts are excluded from this guarantee. Please see our comprehensive conditions of sale for details.

### **DELIVERY LEAD TIME**

Fusion 10 will at all times endeavour to deliver to quoted lead times, however, the lead time is an estimate and under no circumstances will Fusion 10 be liable for losses due to delayed deliveries.

Fusion 10 reserves the right to make specification and design changes without prior notice. All descriptions, illustrations and dimensions do not form part of the contract unless specifically agreed.

## Fabric bands

Band A	
<b>Bradbury</b>	Stirling, Omega Plus, Excel Plus, Flamblend, Checkers
<b>Camira</b>	Phoenix
<b>Trimcell vinyl</b>	Classic
Band B	
<b>Agua</b>	Libra, Lunar Vinyl, Classic
<b>Ambla vinyl</b>	Berkshire
<b>Bradbury</b>	Chancery, Dice, Domino, Honeycomb & Polka
<b>Camira</b>	Advantage, Plaza, Chateau plus, Urban Plus, Xtreme Plus, Mainline Plus, X factor Plus
<b>Trimcell vinyl</b>	Legend
<b>Trimproof vinyl</b>	Just Colour
<b>Yarwood</b>	Dollaro Vinyl
Band C	
<b>Agua</b>	Nova, Evoke, Stirata, Taurus Faux Leather, Orkney, Aura
<b>Ambla</b>	Richmond, Woodland & Tinto, Munro, Wild Heather & York Weaves
<b>Camira</b>	Velvetine Plus, Intervene Soft, Complements Plus, Hi Tech, 24/7, Intervene Plain, New Aquarius, New Blazer, Oxygen, Virtual Plus
<b>Chieftan</b>	Marquis, Self Colour, Traditional, Universal & Casco, Executive, Riviera & Speckle, Burren & Orient, Solaro
<b>Spectrum vinyl</b>	All ranges, Metallics
<b>Trimproof vinyl</b>	Lionella Tempo, Lionella Arosa
<b>Yarwood</b>	Batani Vinyl, Natur Vinyl
Band D	
<b>Ambla vinyl</b>	Exmoor, Pennine & Bowland
<b>Camira</b>	Intervene Pattern, Acrobat, Illusion, Airspace
<b>E band</b>	
<b>Agua</b>	Derrytex
<b>Camira</b>	Archery Plus, Eton Strip Plus, Monochrome Plus, Pinstripe Plus, Sketch Plus, Smarty Plus, Sting Plus
<b>Ultra fabrics</b>	Ultraleather, Ultraleather Plus, Ultraleather Plus Pearlised, Ultraleather Promessa, Brisa, Ultraleather Bufalino, Ultraleather Pearlised, Ultraleather Pony, Ultraleather Ostrich, Brisa Soleil, Brisa Distressed
Band E	
<b>Ultra fabrics</b>	Patine

For samples of fabrics, please contact your local distributor or sales representative. For other fabric or hide requirements, please contact our sales office for price and availability.

## Leather bands

Band J	
Crest	Cambridge SA, Bycast, Dollaro, Rub off
Yarwood	Losana Ibiza Vinyl, Losana Etna Vinyl
Band K	
Crest	Cambridge, Mameli, Inca, Moda, Branco, Sauvage, Project, Russet, Florence
Ilp	Madras Print
Yarwood	Albany, Alaska
Band L	
Crest	Gaucha, Mustang, English, Colorado, Knightsbridge, Automotive, Boxer, Moorland
Ilp	Hotel, Silverstone, Mustang, Iora, Rio Grande, Rugby, Sg Rub-off, Laguna
Yarwood	Style, Mustang
Band M	
Crest	Saddelino, Excelsoir, Carnival, Chapparal
Ilp	Aniline Oil, Contempo, Fabio, Puma Hot Wax , Forest
Yarwood	Capri, Arizona, New England, Venezia, Amalfi, Kensington, Oregon
Band N	
Ilp	Old Saddle
Yarwood	Georgia, Tribe

For samples of fabrics, please contact your local distributor or sales representative. For other fabric or hide requirements, please contact our sales office for price and availability.

## Terms and conditions

### 1. CONDITIONS OF SALE

The following Terms and Conditions are binding upon the Customer and Fusion 10 Limited whose registered office 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 Purchaser until Fusion 10 Ltd has received in cleared funds the full price payable for such goods and ALL other goods supplied by Fusion 10 Ltd to the Purchaser for which payment is then due. Until legal title passes, the Purchaser shall hold the goods as Fusion 10 Limited fiduciary agent and bailiff and shall keep them properly stored, protected, insured and identified as Fusion 10 Ltd 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 Ltd for their proceeds of sale and pending payment shall hold such proceeds on trust for Fusion 10 Ltd 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 Ltd 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 £250.00 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 installment or order hereunder without prior written consent of the Company.

### 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 Ltd. if the purchaser is in breach of the payment terms or of any of its obligations under this clause. Fusion 10 Ltd 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 Limited accepts no liability for claims made regarding the above standards or instances related to them.

30 Dawley Trading Estate  
Stallings Lane  
Kingswinford  
West Midlands  
DY6 7AP

t: 01384 274063  
f: 01384 288660  
e: [sales@fusion10.co.uk](mailto:sales@fusion10.co.uk)  
w: [fusion10.co.uk](http://fusion10.co.uk)  
reg no. 6719683