

seating

2023



Fusion 10 started in 2009, 10 skilled individuals with over two hundred years combined experience in upholstery, design, manufacturing, and sales.

Fusion 10 blend furniture design with the best of British craftsmanship to deliver contract soft seating and modular furniture that meets the needs and inspire commercial environments.

Based in West Midlands 'Black Country' Fusion 10 offer a UK manufactured product which provides the best of quality and service in an ethical and sustainable way.

A perfect fusion in fact - designed to deliver success.

**BUILDING QUALITY
AT AFFORDABLE PRICES**



Made in the Black Country GB

SUSTAINABLE DESIGN FOR SUSTAINABLE OFFICE SPACE



Eco-consciousness is no longer a consideration, it is a necessity to protect the future of the planet.

Ensuring our business is more sustainable starts at the source; working with suppliers who integrate strong ethical, social and environmental performances in the production of their materials is key. Sourcing goods and services from local suppliers where possible to support the local economy and cut down on transportation costs..

FUSION FOCUS ON UPCYCLED MATERIALS AND RECYCLED FABRICS

We have greened up our working environment, replacing overhead lighting with LED lamps in both the offices and factory, reducing the thermostat, using natural light. No single use coffee makers or paper cups. Move to biodegradable packaging, recycled cardboard. We aim to be as paperless as possible. All these small changes make a big difference.



OUR COLLECTION



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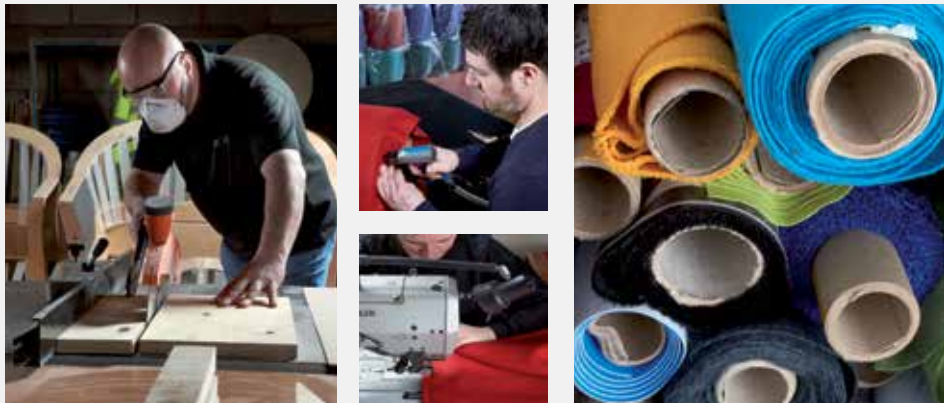
SAPPHIRE p37



FABRICS p38

BESPOKE SEATING

Fusion 10 can offer you and your clients a truly bespoke service. We can work from a drawing supplied to create a totally bespoke piece of upholstered furniture, or we can alter products from our portfolio to specific dimensions if they are needed to fit a particular space. It really does not matter if it is for a one-off piece or hundreds, we are happy to look at what you need and do our best to deliver. We will work closely with you to ensure that quality and attention to detail is most important and portrayed within the furniture customised to you and your requirements...



We choose the best UK sourced materials, combining them with technology and the traditional skills associated with a heritage of British upholstery and craftsmanship. Using our own workshops we can ensure that standards are consistently high, guaranteeing delivery on time and on budget.



ADAPTABLE
SOLUTIONS



Fusion 10 strives for our customers and business partners to be completely satisfied with the results they commission and look to involve them in the whole process. Our team will interpret your ideas and concepts, then design and manufacture high quality bespoke seating and furniture that reflects your vision.

The Oxford range has gone modular. As well as the popular one-, two- and three-seater, we offer a corner unit, one arm or no armed option. Configuring the range to accommodate a space has never been easier. With a choice of wooden or chrome legs (chrome as standard) the possibilities are endless. Linkers can be fitted to the units if required for a small on-cost

LEG OPTIONS

(Please state when placing your order)



Light Oak Chrome

oxf:001C Corner Unit

- 730mm
- 440mm
- 700mm
- 550mm
- 700mm
- 530mm



oxf:001L Single Unit with Left Hand Arm

- 730mm
- 440mm
- 690mm
- 550mm
- 730mm
- 530mm



oxf:001R Single Unit with Right Hand Arm

- 730mm
- 440mm
- 690mm
- 550mm
- 730mm
- 530mm



oxf:001NA Single Unit without Arms

- 730mm
- 440mm
- 550mm
- 550mm
- 730mm
- 530mm



oxf:002 2 Seater Unit

- 730mm
- 440mm
- 1370mm
- 1090mm
- 730mm
- 530mm



oxf:002L 2 Seater Unit with Left Hand Arm

- 730mm
- 440mm
- 1230mm
- 1090mm
- 730mm
- 530mm



oxf:002R 2 Seater Unit with Right Hand Arm

- 730mm
- 440mm
- 1230mm
- 1090mm
- 730mm
- 530mm



oxf:002NA 2 Seater Unit without Arms

- 730mm
- 440mm
- 1090mm
- 1090mm
- 730mm
- 530mm



oxf:003 3 Seater Unit

- 730mm
- 440mm
- 1900mm
- 1620mm
- 730mm
- 530mm



oxf:003L 3 Seater Unit with Left Hand Arm

- 730mm
- 440mm
- 1760mm
- 1620mm
- 730mm
- 530mm



oxf:003R 3 Seater Unit with Right Hand Arm

- 730mm
- 440mm
- 1760mm
- 1620mm
- 730mm
- 530mm



oxf:003NA 3 Seater Unit without Arms

- 730mm
- 440mm
- 1620mm
- 1620mm
- 730mm
- 530mm





JEWEL

Always striving to improve the workspace, Jewel creates personal privacy in a busy environment. A low and a high back version, available as a single, two or three seater.



OPTIONAL
EXTRAS

POWER MODULE
£POA

LEG OPTIONS
(Please state when placing your order)



Brushed Brass Chrome Black

Scatter cushions available:



BUTTON BACKS £POA

jewn:001 Single Low Back

760mm
440mm
800mm
550mm
760mm
490mm



jewn:004 Single High Back

1290mm
440mm
800mm
550mm
760mm
490mm



jewn:002 2 Seater Low Back

760mm
440mm
1350mm
1100mm
760mm
490mm



jewn:005 2 Seater High Back

1290mm
440mm
1350mm
1100mm
760mm
490mm



jewn:003 3 Seater Low Back

760mm
440mm
1900mm
1650mm
760mm
490mm



jewn:006 3 Seater High Back

1290mm
440mm
1900mm
1650mm
760mm
490mm





JEWEL BOOTH

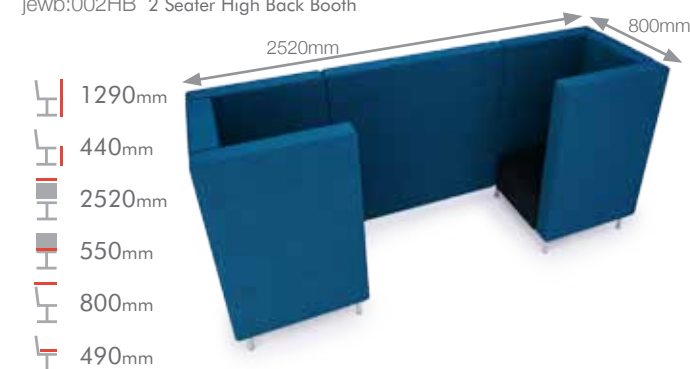
Available as a 2-seater, 4-seater and 6-seater JEWEL BOOTH comes as a high or low back option. Supplied as 2 upholstered units and a connecting panel that link together, you can add a table, white top as standard (contact us if you would prefer a different finish) with a single leg that wood screws to the panel. Power modules can be added to the front plinth of the seat or above the tabletop and the same as with JEWEL you can add button detail to the inside back pad as optional extras.



jewb:002LB 2 Seater Low Back Booth



jewb:002HB 2 Seater High Back Booth



jewb:004LB 4 Seater Low Back Booth



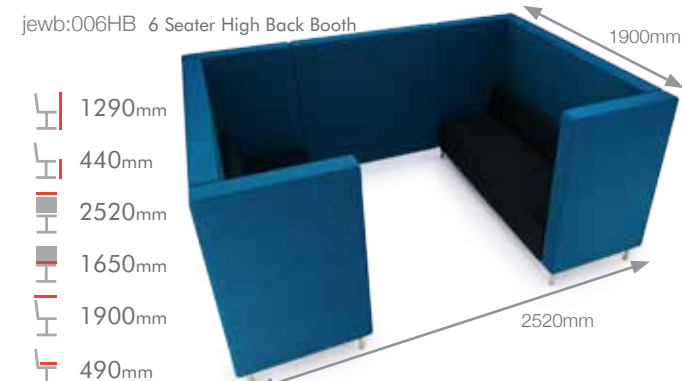
jewb:004HB 4 Seater High Back Booth



jewb:006LB 6 Seater Low Back Booth

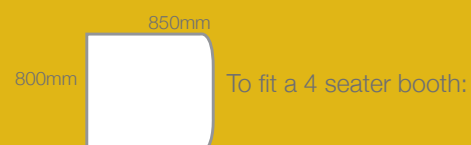
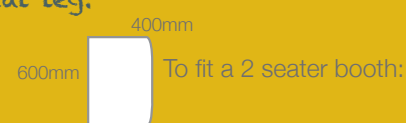


jewb:006HB 6 Seater High Back Booth



OPTIONAL EXTRAS
POWER MODULE
and BUTTON DETAIL £POA

All tables have a 25mm thick white top, with radius corners and a metal leg.



LEG OPTIONS
(Please state when placing your order)



Scatter cushions available:





ICE

ICE is a fully flexible modular range of 28 units that will configure into endless options. With a common seat height and back height you can mix the units to accommodate any commercial space.

Power module can be added.

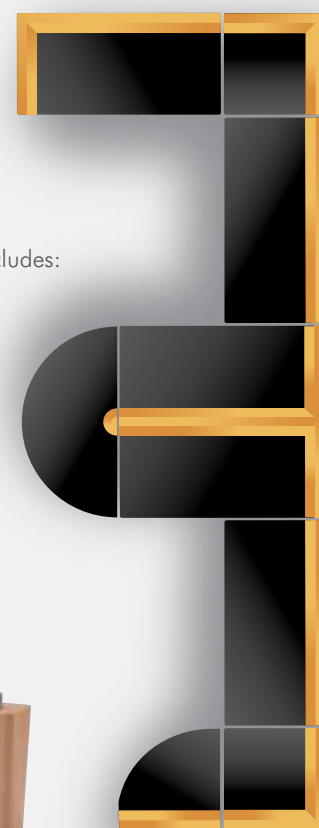
OPTIONAL EXTRAS & CONFIGURATIONS

We can manufacture the Ice to bespoke dimensions and offer alternative legs.

Contact the sales office for a quotation.

Configuration includes:

ice002BE
ice001Ex2
ice002Dx2
ice004FBB
ice005H
ice006J



LEG OPTIONS

(Please state when placing your order)



Brushed Brass Chrome Black Light Oak at extra cost

Ice:001 Single Base Unit



Ice:001B Single Base Unit with Back



Ice:001E Single Base Unit with Corner Back



Ice:001EE Single Base Unit with back & sides



Ice:006 90° Curved Base Unit



Ice:006K 90° Curved Base Unit with Curved Back



Ice:006J 90° Curved Base Unit with Straight Back



Ice:006GT 90° Curved Table with Glass Top



Ice:006WT 90° Curved Table with Wooden Top



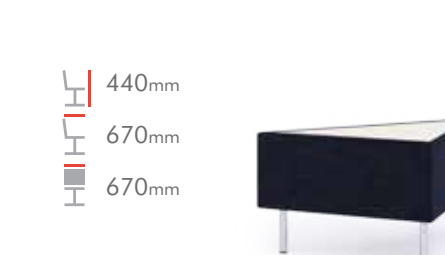
Ice:007 Triangular Base Unit



Ice:007GT Triangular Base Unit with Glass Top



Ice:007WT Triangular Base Unit with Wooden Top



Ice:002 Two Seater Base Unit



Ice:002B Two Seater Base Unit with Single Back
(State left or right hand as sitting when ordering.)



Ice:002BE Two Seater Base Unit with Extended Corner Back
(State left or right hand as sitting when ordering.)



Ice:002BE x1, plus 1x Ice002EE with links



Ice:002BB Two Seater Base Unit
with Two Opposite Single Backs



Ice:002D Two Seater Base Unit with Full Width Back



Ice:002E Two Seater Base Unit with Single Corner Back
(State left or right hand as sitting when ordering.)



Ice:002EE Two Seater Base Unit with Full Width Back and Sides





Ice:004 Four Seater Base Unit



Ice:004F Four Seater Base Unit with Centre Back



Ice:004FBB Four Seater Base Unit with 'T' Shape Back



Ice:005 'D' end unit



Ice:005H Half Island with Back



Ice:009 Island with Back





ICE2

A modular system of 23 units, low or high back. Upholstered to the floor with height adjustable glides. Optional extras include power supply which can be placed in the front of the seat plinth.

OPTIONAL EXTRAS & CONFIGURATIONS

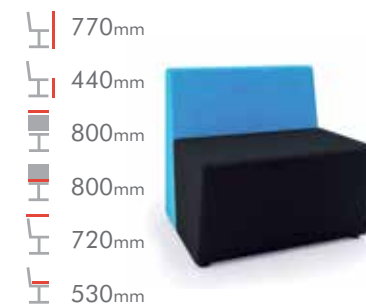
Configuration includes:
ice2004x2
ice2002
ice2005
ice2001
ice2003



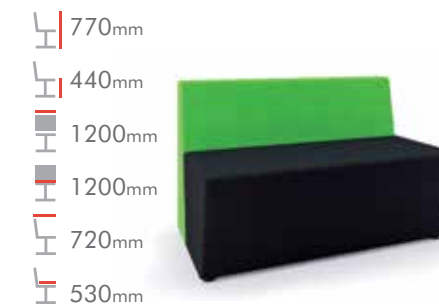
POWER MODULE & LINKERS £POA



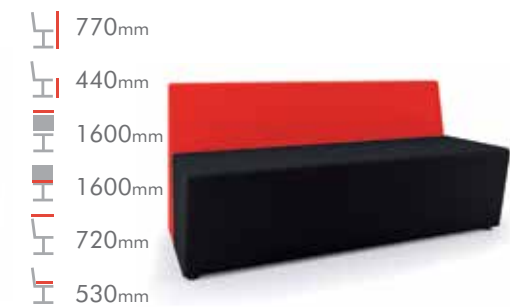
ice2:001 800mm Single Unit



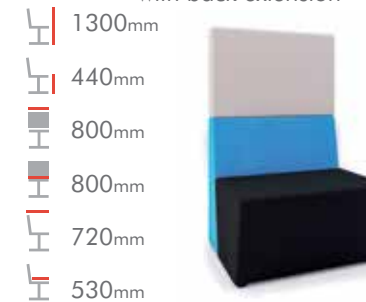
ice2:002 1200mm 2 seater Unit



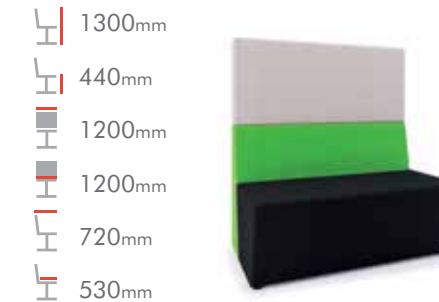
ice2:003 1600mm 3 seater Unit



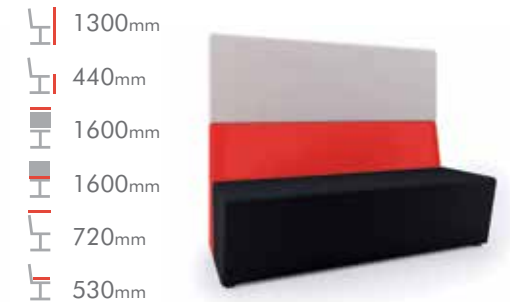
ice2: 001A Single 800mm Unit with back extension



ice2: 002B 2 Seater 1200mm Unit with back extension



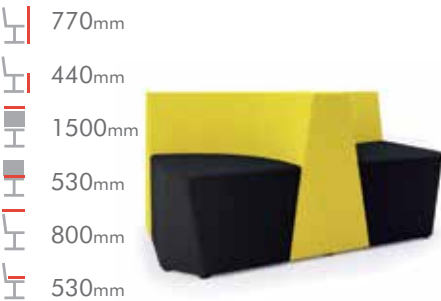
ice2: 003C 3 Seater 1600mm Unit with back extension



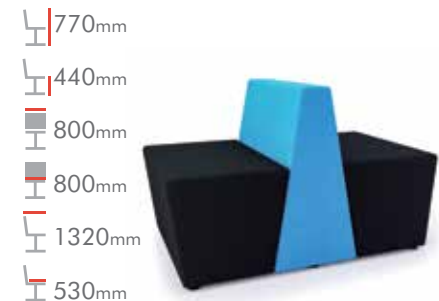
ice2:004 Corner Unit



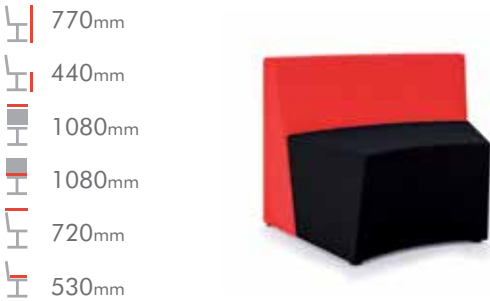
ice2:005 T-module Unit



ice2:006 800mm Double Unit



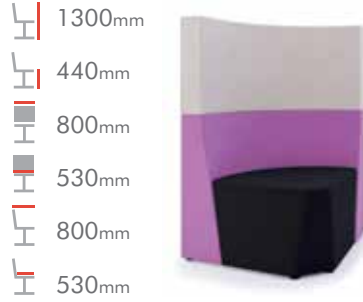
ice2:009 45° Concave Single Unit



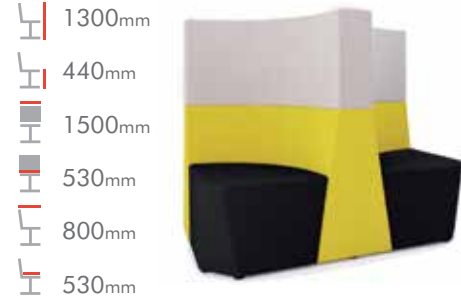
ice2:010 45° Curved Double Unit



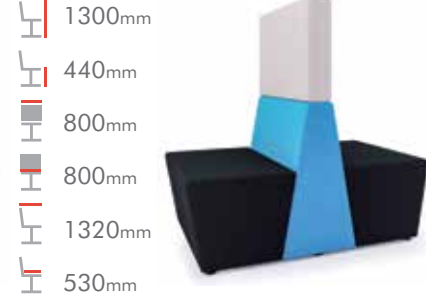
ice2: 004D Corner Unit
with back extension



ice2: 005E T Module Unit
with back extension



ice2: 006F 800mm Double Unit
with back extension



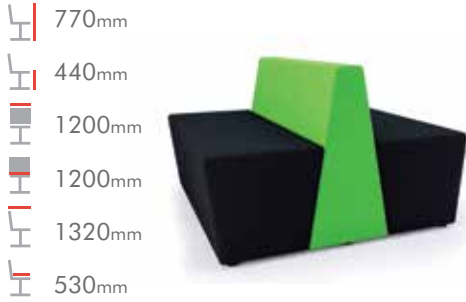
ice2:009I 45° Concave Single Unit with Back Extension



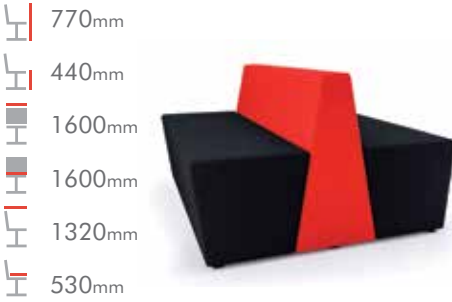
ice2:010J 45° Curved Double Unit with Back Extension



ice2:007 1200mm Double Unit



ice2:008 1600mm Double Unit



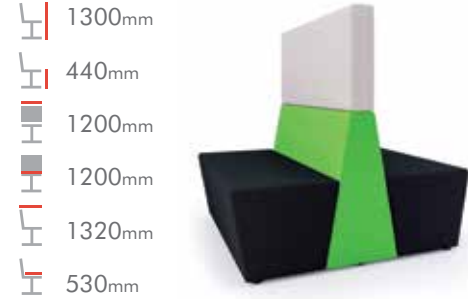
ice2:012 45° Convex Single Unit



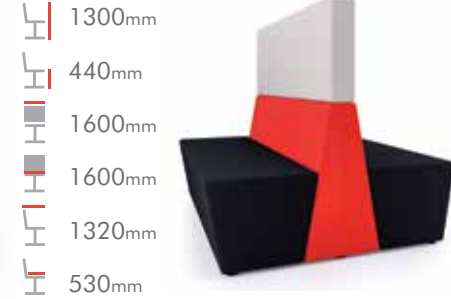
ice2:011 D-end Unit (for end of double-sided units only)



ice2:007G 1200mm Double Unit
with back extension



ice2:008H 1600mm Double Unit
with back extension



ice2:012K 45° Convex Single Unit with Back Extension



Scatter cushions available:



ast:001 Single Unit



ast:001L Single Unit with Left Hand Arm



ast:001R Single Unit with Right Hand Arm



ast:001LR Chair with Arms



ASTON

A practical range of 11 fully upholstered units perfect for reception and public waiting areas.

Come as free-standing units, or as an additional option you can have them linked together.

ast:002 2 Seater Unit



ast:002L 2 Seater Unit with Left Hand Arm



ast:002R 2 Seater Unit with Right Hand Arm



ast:002LR 2 Seater Unit with Arms



ast:004 Corner Unit



Configuration includes:

- ast:002
- ast:004
- ast:001
- ast:001L
- ast:001R

ast:003GL Table with Toughened Safety Glass Top



ast:003GT Table with Wooden Top





LEG OPTIONS
(Please state when placing your order)





Brushed Brass Chrome Black

CRYSTAL

Be inspired and create your own seating configuration with this high back modular system. Ideal for creating designated areas for enhanced privacy.

cry:001 Double Straight Unit



cry:002 45° Concave Unit



cry:003 45° Convex Unit



cry:004 Single Straight Unit



CAMBRIDGE

The Cambridge offers a chair, two and three seater sofa. The back is curved and the seat slopes slightly to improve comfort. A compact and comfortable solution.

cam:001 Single Unit



cam:002 Double Unit



cam:003 Triple Unit



fla:001 Square Stool

440mm
440mm
400mm
400mm
400mm
400mm



fla:001T Perch Square Stool

820mm
820mm
400mm
400mm
400mm
400mm



fla:003 2 Seater Stool

440mm
440mm
800mm
800mm
400mm
400mm



fla:004 3 Seater Stool

440mm
440mm
1200mm
1200mm
400mm
400mm



FLASHFIRE

A comprehensive range of upholstered stools that work really well teamed together and are equally stylish when individual. Upholstered to the floor the fabric is top stitched for a better finish. They come with a 10 year structural guarantee, foam and fabric as supplier



fla:005 Oval Stool

440mm
440mm
780mm
780mm
400mm
400mm



fla:006 Wedge Stool

440mm
440mm
530/400mm
530/400mm
400mm
400mm



fla:018 Round Stool with Handle

440mm
440mm
400mm
400mm
400mm
400mm



fla:002 Round Stool

440mm
440mm
400mm
400mm
400mm
400mm



fla:002T Perch Round Stool

820mm
820mm
400mm
400mm
400mm
400mm



fla:007 Quadrant Stool

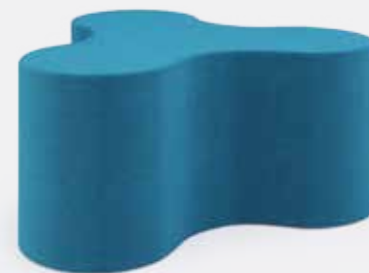
440mm
440mm
860mm
860mm
400mm
400mm



FLASHFIRE CONT.

fla:009 Tripod Stool

440mm
440mm
980mm
980mm
980mm
980mm



fla:008 Tangent Stool

440mm
440mm
790mm
790mm
400mm
400mm



fla:010 Octagon Stool

440mm
440mm
470mm
470mm
470mm
470mm



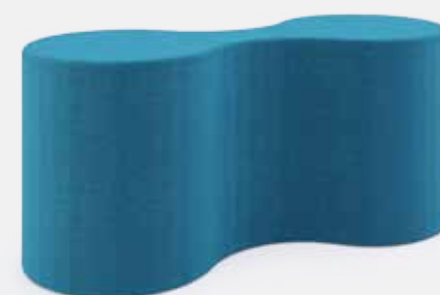
fla:011 Arrow Stool

440mm
440mm
400mm
400mm
600mm
600mm



fla:012 Figure of 8 Stool

440mm
440mm
980mm
980mm
400mm
400mm



fla:015 Square Scoop Stool

440mm
400mm
480mm
480mm
440mm
440mm



fla:016 2 Seater Scoop Stool

440mm
400mm
900mm
900mm
440mm
440mm



fla:014 Opal Stool

44cm
44cm
110cm
110cm
44cm
44cm



fla:017 3 Seater Scoop Stool

440mm
400mm
1350mm
1350mm
440mm
440mm



ZEPHYR



The Zephyr chair has a powder coated steel frame, black as standard with other RAL colours available as an additional cost. A firm yet comfortable fixed seat with two loose back cushions.

zep:001 Armchair

790mm
410mm
800mm
720mm
860mm
400-600mm



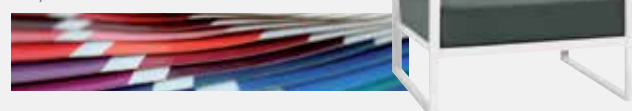
zep:002 2 Seater

790mm
410mm
1480mm
1480mm
860mm
400-600mm



CHOOSE YOUR
FRAME COLOUR

Many RAL colours available for an on cost.



Back Detail



PERIDOT

Peridot has a modern contemporary range with an unusual back design & button detail.



per:001 Armchair

770mm
440mm
780mm
550mm
840mm
580mm



per:002 2 Seater

770mm
440mm
1350mm
1100mm
840mm
580mm



per:003 3 Seater

770mm
440mm
1880mm
1650mm
840mm
580mm





blu:001 Tub with Open Front

870mm
460mm
880mm
570mm
860mm
550mm



blu:001W Tub with Wooden Legs

870mm
460mm
880mm
570mm
860mm
550mm



BLUEBIRD

We are delighted to welcome back our tub chair BLUEBIRD, and she's grown! Now available with or without a front plinth, on a wooden frame, skid frame or chrome round base.

blu:001P Tub with Front Panel

870mm
460mm
880mm
570mm
860mm
550mm



blu:001S Tub with Skid

870mm
460mm
880mm
570mm
860mm
550mm



blu:001B Tub with Base

870mm
460mm
880mm
570mm
860mm
550mm



TANZANITE



tan:001 Chair

- 720mm
- 430mm
- 720mm
- 560mm
- 850mm
- 630mm



tan:002 2 Seater Sofa

- 720mm
- 430mm
- 1280mm
- 1120mm
- 850mm
- 630mm



tan:003 3 Seater Sofa

- 720mm
- 430mm
- 1690mm
- 1525mm
- 850mm
- 630mm



LEG OPTIONS
(Please state when placing your order)



Brushed Brass Chrome Black

STARLITE



A stylish and functional tub style solution to a whole range of workspace seating needs. With a loose seat cushion for comfort Starlite is perfect for cafes, breakout areas, hotel lobbies and reception areas.

sta:001 Chair

- 790mm
- 450mm
- 840mm
- 520mm
- 760mm
- 540mm



sta:002 2 Seater

- 790mm
- 450mm
- 1360mm
- 1040mm
- 760mm
- 540mm



sta:003 3 Seater

- 790mm
- 450mm
- 1880mm
- 1560mm
- 760mm
- 540mm





ZENITH

Bring the style of home comforts to the working environment. A traditional armchair and sofa with a loose seat.

zen:001 Chair

- 730mm
- 460mm
- 960mm
- 500mm
- 800mm
- 560mm



zen:002 2 Seater

- 730mm
- 460mm
- 1460mm
- 1000mm
- 800mm
- 560mm



zen:003 3 Seater

- 730mm
- 460mm
- 1960mm
- 1500mm
- 800mm
- 560mm



LEG OPTIONS (Please state when placing your order)



Light Oak Chrome



SAPHIRE

Ideal for the more relaxed working environment. The range has loose seat and back cushions for added comfort and brings a domestic feel, elegance and style to the room.

sap:001 Chair

- 870mm
- 460mm
- 880mm
- 570mm
- 860mm
- 550mm



sap:002 2 Seater Sofa

- 870mm
- 460mm
- 1450mm
- 1140mm
- 860mm
- 550mm



sap:003 3 Seater Sofa

- 870mm
- 460mm
- 2020mm
- 1710mm
- 860mm
- 550mm



LEG OPTIONS (Please state when placing your order)



Light Oak Chrome

**BUILDING QUALITY
AT AFFORDABLE PRICES**

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
INLOOM			Jet Jet Bioactive One Radio Riva Time	Milano Nautilus	Corte
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: Tile 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 thetotal 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 Art 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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