

# TERMS & CONDITIONS

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## QUOTATION

Unless otherwise stated a quotation is open to acceptance for a period not exceeding 30 days from the date of supply.

## ORDER CONFIRMATION

An order or an acceptance of a quotation must be accompanied by sufficient information to enable ON&ON to proceed with the order. Any modifications must be agreed in writing and reference must be made to any special quotation which has been given. All telephone and verbal orders must be confirmed in writing immediately. All communications relating to orders should specify the number and date of the original order together with a description of the goods. ON&ON will accept no responsibility for losses arising from non-observance of these requirements.

## PAYMENT

Quotations are submitted and orders are only accepted subject to the terms and conditions that follow. These terms supersede any buyer's terms and conditions.

Prices are subject to confirmation at the time of order. Prices agreed are exclusive of vat and delivery charges.

Full payment is required at the time of purchase for all stock.

Orders require a deposit of 50% payable at the time of the order is placed. Deposits will not be refunded if the customer cancels the order after seven days from the date of order. Any outstanding balance must be paid prior to delivery. Delivery cannot be made until any outstanding balance has been paid. If payment of the balance is by cheque we will allow sufficient time for the cheque to clear prior to arranging delivery.

## DELIVERY / CONTACT

Deliveries are one man kerbside and do not include unpacking, assembly and installation. Any installation required must be discussed at the time of order and costs to be confirmed prior to delivery.

All delivery times quoted are approximate and subject to change prior to delivery. If, for any reason delivery is delayed we do not accept liability of any consequential loss.

48 hours notice must be given for cancellation of any arranged deliveries, failure to do so will incur a charge.

All deliveries must be signed for and checked by the customer. Any claim regarding missing pieces or damages must be made within 24 hours of receipt of goods, by telephone, followed by a written claim.

All delivered goods remain the property of ON&ON until the account has been settled in full. Risk shall pass to the purchaser on delivery or attempted delivery.

## INTERNATIONAL DELIVERY INFORMATION

We can export most items available to purchase. We deliver to most countries. The cost of delivery varies depending on what you order and where you want it to be delivered; our sales team will calculate the cost of delivery at the time of the order.

All the above terms apply to any order to be delivered outside the United Kingdom. For deliveries outside of the UK we will charge you the cost of shipping. You may be liable for the local import duties, taxes and/or customs fees which are charged by your government. We have no control over these charges and cannot predict what they may be. If in doubt, you should contact your local customs office. You are considered to be the importer of record and must comply with all laws and regulations of the country in which you are receiving goods.

## CANCELLATIONS, AMENDMENTS OR RETURNS

It is the customer's responsibility to check the order form and confirm that all products and address details are correct.

It is the customer's responsibility to ensure that all measurements of furniture purchased are checked to ensure accessibility. Any item of furniture that we are unable to deliver as a result of problems involving access that were not mentioned in writing at the time of order will not be refunded.

Shelving made to order may only be returned for full refund in the unlikely event of items being found to be faulty. Please note that bespoke shelves, special orders, flat packed items that have been assembled, made-to-order items, gift vouchers and personalised items can only be returned or exchanged if faulty. Any special offer or ex-display items cannot be returned or refunded.

There will be no charge for cancellation or amendments to orders if notification is received in writing by the department within seven days of placing the original order. All amendments to orders must be notified in writing.

The customer will be responsible for the cost of returning the goods to us and will remain responsible for any and all returned goods until they reach our warehouse. We strongly advise that a proof of postage certificate should be obtained when returning any part of your order. Certificates are available free of charge from the post office.

For items that are too large to return by post please contact us on 01727 834 043 (Weekdays: Monday - Friday 9.30am-5.00pm) or email [sales@madebyonandon.com](mailto:sales@madebyonandon.com) and we will arrange a delivery service to collect your item.

Returns and exchanges will be processed as soon as possible after arrival. All items are returned at your expense, this does not affect your statutory rights.

## RETURNS POLICY GUARANTEE

If any products are found to be damaged, defective or missing at the time of delivery, you must notify us as soon as possible. You can call us on +44 (0)1727 834 043, notify us by email at [studio@madebyonandon.com](mailto:studio@madebyonandon.com).

If the products are damaged in transit, missing or incorrect, you must notify us within seven days of delivery. Once the damaged or incorrect goods are received back into our warehouse, we will either replace the damaged or incorrect products or refund the price (including delivery costs) to you.

Provided the above conditions are met we will refund the cost of such returns (this applies to the UK only).

## MATCHING / COLOUR FINISHES

For all items made from natural products such as wood, it is not possible to guarantee items will have the same colour, shade, pattern or finish, due to inherent nature of such products. We cannot guarantee to match goods exactly which have been ordered at different times.

## LIABILITY

The shelving system could fail if the instructions contained in our installation guide are not followed precisely. We are unable to accept liability for systems that are not fixed according to our instructions and reserve the right not to install a system if instructed to omit any fixings.

We are not able to accept liability for the poor condition of walls, floors or ceilings against which the system is installed. Accordingly, we reserve the right not to install your system. If you choose to over-rule our advice, we will be unable to accept any liability for a subsequent failure in your wall, floor, ceiling and/or shelving system.

## LIMITATIONS

Nothing in these Terms and Conditions shall exclude our liability for personal injury or death caused by its negligence. We will not be liable for any loss or damaged caused by us or our employees or agents in circumstances where:

(1) the loss or damage was not foreseeable to both parties when the contract was formed;

(2) the loss or damage was not caused by any breach on the part of ON&ON; or

(3) the loss or damage relates to business or non-consumers, to the extent that such loss or damage exceed the price of the product in respect of which the claim relates.

## EVOLUTION

As the system evolves, some detail may differ from those shown/described on our website or in our literature. Whilst our aim is not to change the design in anyway ON&ON cannot guarantee that all components or parts will be always available.

## INTELLECTUAL PROPERTY

The Shelving System is protected by Patents, Design Registration and Copyright. The content of our website is protected by copyright and trademarks. Our image database and other intellectual property rights are made available for your personal non-commercial use only. Any of the content on this website can only be used with written permission from ON&ON Creative Systems Ltd.

## PATENT PROTECTION

Patent pending no: GB1204623.1  
Patent pending no: GB1301946.8

## DESIGN REGISTRATION

Design number: 4024919  
Design number: 4024920  
Design number: 4024921  
Design number: 4024922  
Design number: 4024923  
Design number: 4024924

## TRADE MARKS

No: 2603503

## AMENDMENTS OF THE TERMS AND CONDITIONS

We reserve the right to amend these Terms and Conditions without notice to you from time to time. Any such amendment shall be effective once the revised terms have been posted on the website.

## LAW AND JURISDICTION

These conditions are subject to English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in England, Scotland, Wales or Northern Ireland.

## COMPLAINTS AND REMARKS

If you have a complaint or a particular remark to make, please call us. Any complaint will be dealt with fairly, effectively and confidentially. Your statutory rights as a consumer are unaffected.

## CONTACT US

ON&ON is a trading name for ON&ON Creative Systems Ltd. Our company No is 7452659 and our VAT No is 104316266. We recommend you print out a copy of these Terms and Conditions for your future reference. If you have any questions regarding the ON&ON please contact us.

ON&ON Creative Systems Ltd  
135 Notting Hill Gate,  
London,  
W11 3LB

T- 01727 834 043  
E- [studio@madebyonandon.com](mailto:studio@madebyonandon.com)

## TERMS AND CONDITIONS OF BUSINESS

The placing of an order constitutes acceptance of these terms and conditions of business. These terms and conditions are not open to amendment and shall be deemed to be incorporated in all contracts for the sale and supply of services and materials by ON&ON Creative Systems Ltd.