

# Terms & conditions of sale

## 1. DEFINITIONS

In these Conditions, the following words shall have the following meanings: "Conditions" means the terms and conditions of sale set out below and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between us; "Contract" means the contract for the purchase and sale of the Goods subject to these Conditions; "Goods" means any and all goods (including any instalments or parts) and/or the services which we are to supply in accordance with these Conditions; "Insolvency Event" means if you become insolvent, have a receiver appointed over the whole or any part of your assets, enter into any compound with creditors, or have an order made or resolution passed for you to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction) or if your ownership or control shall pass into the hands of any other legal person, or an event analogous occurs to you in any jurisdiction to which you are subject; "Intellectual Property Rights" means any patent, know-how, trademark, service mark, trade name, registered design, copyright, moral right, design right, database right, semi-conductor topography right, or any other industrial or commercial right, including any application for registration or protection of any of the same anywhere in the world; "Special Goods" means any of our standard products which we agree to modify to meet your specific requirements or products which are designed to your specification; "We" or "Us" means Getley UK Limited; "You" means the customer whose order for the Goods is accepted by us. "Kitchen Furniture" refers to all cabinetry, doors, drawers and hinges provided as part of the kitchen installation. All warranty claims related to kitchen furniture are subject to this definition.

1.1. "Wireworks" refers to any preinstalled pull-out storage accessory including corner solutions and pull-out bins.

## 2. BASIS OF THE SALE

- 2.1. We shall sell and you shall buy the Goods subject to these Conditions, which supersede any other terms, and which govern the Contract to the exclusion of any terms and conditions which you may ask us to sign or supply or which are implied by trade, custom, or course of dealing.
- 2.2. No terms or conditions endorsed upon, delivered with, or contained in your order or other document will form part of the Contract simply as a result of such document being delivered to us or referred to in the Contract.
- 2.3. Any variation to these Conditions is of no effect unless agreed in writing by our authorised representative.
- 2.4. These Conditions constitute the entire agreement between you and us for the supply of the Goods.
- 2.5. Our employees or agents are not authorised to make any representation concerning the Goods unless confirmed by us in writing, and you acknowledge that you do not rely on, and waive any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).
- 2.6. Any advice or recommendation we or our employees or agents may give to you as to the storage, application, or use of the Goods which is not confirmed in writing by us is followed or acted upon entirely at your own risk.
- 2.7. Any typographical, clerical, or minor error or omission in any document or information issued by us shall be subject to correction without any liability on our part.
- 2.8. We shall supply Special Goods subject to these terms and conditions and our Terms and Conditions of Sale of Special Goods, which you will be required to sign before we will accept your order for Special Goods.

## 3. QUOTATIONS, ORDERS, AND SPECIFICATION

- 3.1. Our quotation is not an offer. Quotations shall be valid for 28 days from the date of quotation subject to withdrawal or revision by us at any time before we accept your order.
- 3.2. Prices included in quotations are applicable only if an order is placed for all Goods referred to in the quotation. If an order is placed for only some of the Goods referred to in the quotation, we reserve the right to re-quote.
- 3.3. Each order for Goods issued by you is an offer by you to purchase the Goods subject to these Conditions.
- 3.4. No order submitted by you by whatever means is accepted by us until we confirm our acceptance or (if earlier) we deliver the Goods to you.
- 3.5. Where ordering Goods via our website, no Contract shall exist between you and us until we confirm our acceptance of your order by email.
- 3.6. You must ensure that the terms of any order (including any specification) are complete and accurate, and that you give us all necessary information within a sufficient time to enable us to complete the order.

## 4. PAYMENT

- 4.1. Payment for Goods is due 30 days from the date of the invoice unless otherwise agreed by us in writing. Time of payment is of the essence.
- 4.2. If you fail to make payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:
  - 4.2.1. cancel the Contract or suspend any further deliveries to you;
  - 4.2.2. appropriate any payment made by you to such of the Goods (or the goods supplied under any contract between you and us) as we may think fit (notwithstanding any purported appropriation by you);
  - 4.2.3. charge you interest at an annual rate of 3% above Barclays Bank Plc base rate from time to time which will accrue daily (both before and after judgment) and be calculated **daily** on overdue accounts from the date of invoice until payment;
  - 4.2.4. claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

- 4.3. Without prejudice to Condition 4.5, the Goods remain our property until the price has been paid in full as provided for under Condition 8. A cheque given by you or on your behalf in payment is not treated as a discharge until it has cleared.
- 4.4. Unless there is prior written agreement, items returned will not be accepted for credit.
- 4.5. We are entitled to set off sums you owe to us.

## 5. DELIVERY

- 5.1. Collection of the Goods shall be made by you collecting the Goods from us after we have notified you that the Goods are ready for collection, or if delivery is to be made by us, by us delivering the Goods.
- 5.2. Where the Goods are to be delivered in instalments, each delivery shall be a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.
- 5.3. Any time or date for delivery specified by us is approximate only and time of delivery is not of the essence.
- 5.4. If any cause outside our control or any labour dispute or any unforeseen contingency (whether in our premises or elsewhere) render it impracticable for us to execute any order or to deliver within a reasonable time, we reserve the right to cancel the order and to repay you any payment already received.
- 5.5. Subject to Condition 9.4, we shall not be liable for any loss or damage whether direct, indirect, or consequential caused by or arising out of or connected with any delay in the delivery or failure to execute an order or to deliver the Goods ordered or any cancellation of the Contract pursuant to Condition 5.4 above.
- 5.6. We will endeavour to comply with any of your reasonable requests for the postponement of delivery but shall be under no obligation to do so. Where delivery is postponed at your request you shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby.
- 5.7. If we fail to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.

## 6. WARRANTIES AND LIABILITY

- 6.1. Subject to the Conditions set out below, we warrant to you that the kitchen furniture as defined in clause 1 will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 10 years from the date of their initial use or 10 years from delivery, whichever is the first to expire.
- 6.2. Subject to the Conditions set out below, we warrant to you that the Wireworks as defined in clause 1 will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 3 years from the date of their initial use or 3 years from delivery whichever is first.
- 6.3. We shall not be liable under this warranty (or any other warranty, condition, or guarantee) if:
  - 6.3.1. any defect in the Goods arises from any drawing, design, or specification supplied by you;
  - 6.3.2. any defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, or alteration or repair of the Goods without our prior approval; or
  - 6.3.3. If the total price for the Goods has not been paid by the due date for payment.
- 6.4. This warranty does not apply to appliances supplied with the kitchen, which are covered by the manufacturer's warranties as outlined below in Section 7.
- 6.5. Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by you) be notified to us within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

## 7. APPLIANCE WARRANTIES

- 7.1. Appliances supplied by **De Dietrich** are covered by a 3-year manufacturer warranty from the date of purchase.
- 7.2. Appliances supplied by **NordMende** come with a 2-year warranty, with an option to extend to 3 years if registered within the manufacturer's registration period.
- 7.3. All appliance warranty claims must be made directly with the appliance manufacturer. We are not liable for any repair, replacement, or servicing of appliances after installation. Any issues or claims related to the appliance must be addressed with the appliance manufacturer in accordance with their warranty terms.

## 8. LIMITATION OF LIABILITY YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 8.1. The following sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents or subcontractors) to you in respect of any breach of these Conditions and any representation, statement or act or omission (including negligence) arising under or in connection with the contract between us and in respect of any contemplated performance or lack of performance.

# Terms & conditions of sale

- 8.2. All warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are **fully excluded** permitted by law but this exclusion does not apply to: -
- 8.2.1. any implied condition that we have the right to sell the Goods or when ownership is to pass; or
- 8.2.2. where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977, any implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
- 8.3. The statutory rights of consumers are not affected.
- 8.4. Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- 8.5. Subject to Conditions 7.2 and 7.4: -
- 8.5.1. our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract between us shall be limited to the Contract price; and
- 8.5.2. we shall not be liable to you for any loss of profit, loss of production, depletion of goodwill or any indirect loss, damage, costs or expenses whatsoever which arise out of or in connection with the contract between us.

## 9. RISK AND PROPERTY

- 9.1. The Goods remain our property until we receive their full price together with all other sums which are, or which become due from you on any account with us.
- 9.2. If payments received from you are not stated to refer to a particular invoice, we may appropriate such payments to any outstanding invoice.
- 9.3. Risk in the Goods passes to you on delivery.
- 9.4. Until ownership of the Goods passes to you, you must: -
- 9.4.1. store them at your own cost on your premises separately from any other goods and in a manner which makes them readily identifiable as our goods;
- 9.4.2. not destroy, deface or obscure any identifying mark or packaging of the Goods;
- 9.4.3. maintain the Goods in a satisfactory condition insured on our behalf for their full price against all risks; and
- 9.4.4. hold the proceeds of insurance referred to in Condition 9.4.3 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn account.
- 9.5. During the period following delivery of the Goods and prior to ownership having passed to you in accordance with Condition 8.1, you may use or sell the Goods to a bona fide purchaser in the ordinary course of your business, subject always to compliance with Condition 8.4 whilst the Goods remain under your control.
- 9.6. We may; **to** discharge any overdue payment under the Contract recover or resell the Goods and we may enter any premises where the Goods are stored for this purpose.

## 10. TERMINATION

- 10.1. We shall be entitled to terminate the Contract and cancel any further deliveries to you under any order placed by you, in the event that:
- 10.1.1. You fail to observe or perform any agreements or provisions contained in the Contract (other than non-payment which shall be dealt with under Condition 4.3 unless the same is remedied (if capable of remedy) within seven days from the receipt of a notice specifying such failure;
- 10.1.2. You suffer an Insolvency Event.

## 11. CARRIAGE AND PACKING

- 11.1. An extra charge for postage will be made on small orders or any special or express delivery requirements made by you. Cases or other special packing and containers will be charged separately and are due for payment in accordance with the Condition 5. A credit or refund will subsequently be allowed for cases and other containers returned to our premises carriage paid and in good condition less cost of return carriage to the manufacturer.

## 12. SPECIAL GOODS

- 12.1. Where the Goods are manufactured or where our standard goods are altered in order to become the special goods in either case in accordance with information, drawings or instructions supplied by you: -
- 12.1.1. we give no guarantee or warranty as to the practicability, efficiency, safety or otherwise of the special goods;
- 12.1.2. you shall indemnify us against all liability we incur as a result of:-
- 12.1.2.1. the special goods infringing any Intellectual Property Rights or any statutory provision;
- 12.1.2.2. any impracticability, inefficiency, lack of safety or defect in the special goods where any of these is due wholly or partly to faults or omissions in any such information, drawings or instructions;
- 12.2. all work (including design drawings) and any idea, invention or improvement made by or on our behalf pursuant to your commission and all Intellectual Property Rights therein (including any design right in a design we create) belong to us; and
- 12.3. we shall not be liable to you in respect of any loss, damage or claim incurred by or made against you if any special goods infringe any Intellectual Property Rights
- 12.4. In the case of special goods made specially or to your specification, pattern or design, we reserve the right to supply 5% more or less than the quantity ordered and we will adjust its charges pro-rata accordingly.
- 12.5. Where tools or dyes have to be made specially to produce special goods to your specification, pattern or design, such tools or dyes shall not become your property unless otherwise expressly agreed in writing.

## 13. YOUR MATERIALS

- 13.1. If we agree to carry out work on your own material or to store Goods after an invoice has been presented for the Goods such material or Goods will be held at your risk and the Seller will not be responsible for damage by accidents, fire, flood, deterioration or any other cause.

## 14. LIEN

- 14.1. We shall have a general lien (together with a power of sale) on all property owned by you in our possession in satisfaction of any payment due or owing from you on any account.

## 15. GENERAL

- 15.1. Each of our rights or remedies is without prejudice to any other right or remedy we may have.
- 15.2. If any provision of these Conditions is found by any competent authority to be invalid, unenforceable or unreasonable, the remainder shall not be affected.
- 15.3. Failure or delay by us in enforcing or partially enforcing any provision of these Conditions is not a waiver of any of our rights.
- 15.4. Any waiver by us of any breach by you is not a waiver of any subsequent breach.
- 15.5. These Conditions and the contract between us do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999. 14.6 All colours showcased are for guidance and the actual colours may vary, we do our best to make sure all colours are as accurate as possible.

## 16. STORAGE FEE

- 16.1. If, at your request, or due to your inability to take delivery, the Goods are placed in storage, we shall raise an invoice at the time the Goods are moved into storage.
- 16.2. Once the Goods are in storage, Clause 4.1 shall become active, meaning that payment for the Goods is due within 30 days from the date of the invoice, regardless of when delivery is completed or accepted.
- 16.3. You shall be responsible for any additional costs incurred due to the storage of Goods, including, but not limited to, transportation, handling, and storage fees.
- 16.4. A fee of £150 (per week) will be applied for the storage of goods. This fee will be charged on a weekly basis and will commence on the day of planned delivery
- 16.5. Each of our rights or remedies is without prejudice to any other right or remedy we may have.
- 16.6. If any provision of these Conditions is found by any competent authority to be invalid, unenforceable or unreasonable, the remainder shall not be affected.
- 16.7. Failure or delay by us in enforcing or partially enforcing any provision of these conditions is not a waiver of any of our rights.

## 17. ENGLISH LAW

These Conditions and the contract between us are subject to English law and the exclusive jurisdiction of the English courts.

## 18. DATA PROTECTION ACT 1998 NOTICE

Where I/we provide you with personal data ("data"), I/we understand that the data will be held securely in confidence and processed for the purposes of carrying out your business and associated activities ("Activities"). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Act I/we have the right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee. I/we agree that you may use the data to contact me/us with details of other products and services. Unless I/we have written to you objecting to you using the data for such purpose I/we agree that you may contact me/us by post, telephone, fax, e-mail, via the Internet, or other communication means.