

## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

Retail Kitchens Ltd, a company registered in England and Wales, whose registered office is at 23 Stockport Road, Ashton-Under-Lyne, Lancashire, OL7 0LA. Telephone number: 0161 850 3500  
Company registration number: 07848311

VAT registration: pending

1. Application of Conditions

1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.

1.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2. Basis of Sale

2.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:-

2.3.1 the Seller's written acceptance;

2.3.2 delivery of the Goods; or

2.3.3 the Seller's invoice.

2.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.5 Any requested changes to the order by the Buyer must be made in writing to the Seller. Items ordered or processed at time of such changes will be subject to additional charges payable by the Buyer.

4. Price

4.1 The price of the Goods shall be the price listed in quote given either by email or written document current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

4.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.

4.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.4 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

5. Pre-Processing. The seller will pre-process all kitchen cabinets as required to fulfil the order specified from the original quote

6. Payment

6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods at the time of the seller receiving confirmation of the buyer's order of the Goods, unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction credit or set off) upon the day of delivery. Receipts for payment will be issued only upon request. All payment must be made in cleared funds prior to delivery being released. No goods will be left with the buyer unless cleared payment has been received. Late payments will be subject to a £15 per day interest charge.

6.3 All payments shall be made to the Seller in Pounds Sterling at its office as indicated on the form of acceptance or invoice issued by the Seller. Any additional charges for processing of payment shall be limited to a 2% surcharge of the total price of the goods purchased.

6.4 The buyer shall be entitled to a "cooling off period" of 7 days in respect of any order placed EXCEPT were the buyer has requested immediate processing to being within the 7 day "cooling off" period and the buyers agrees to waive such statutory right.

6.5 Any items which are not signed for at time of delivery for any reason (such as damaged items) will be returned and payment will only be taken for those items delivered in satisfactory condition at time of original delivery date. Re-delivery will be arrange at such time as a matter of urgency.

6.6 The buyer acknowledges that the seller and installer are two separate legal entities. Installers may be recommended by Seller but are not employed nor sub-contracted by Seller.

7. Delivery

7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller.

7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

7.4 The Seller will not pay damages where delays are caused due to issues of damaged items, missing items, manufacturing delays, manufacturing defects, issues of transportation or any other known cause of delay. The Seller will rectify any such issues within a reasonable time-frame.

8. Quality of goods supplied and workmanship

8.1 The buyer agrees to notify the seller of any issues in relation to product quality within a reasonable time period.

8.2 The seller takes no responsibility for any damage that may occur as a result of the negligent or misuse by the buyer.

8.3 The buyer agrees and acknowledges that it is their responsibility to ensure that all items are free from damage both at time of delivery and immediately after delivery. Any such damage deemed to have occurred after such time shall only be repaired or replaced free of charge at the discretion of the seller.

8.4 All stone worktops will be matched for colour as closely as is possible but the buyers acknowledges and accepts that variations may occur in any naturally occurring materials used. Where colour mismatches are to a degree that is deemed to be excessive the seller will look to replace any such product with a more suitable product. The buyer agrees to inform the seller immediately prior to completion of any such occurrence.

8.5 The buyer acknowledges that it is their responsibility to ensure that all cabinets are securely fitted and level and have sufficient braces where appropriate and that all floors can support the weight of any free standing unit supplied. The buyer accepts that the seller has no responsibility for incorrectly fitted units or faulty cabinets.

9. Granite / Quartz Material

9.1 The buyer acknowledges that Granite and Quartz are natural materials and variance in colour can occur when viewed under artificial lighting and the buyer accepts this and the buyer accepts the seller cannot guarantee an exact colour match along the length of any given worktop nor can the seller guarantee the quantity of quartz contained within the material used will be equal to that of the sample first supplied. However, any sample material supplied by the seller shall be a fair representation of the product purchased.

9.2 The buyer accepts that worktops thicknesses and widths will vary but these will fall within acceptable tolerances as deemed to be acceptable by the seller. The seller will request the installation team to minimise any such occurrence.

9.3 Any naturally occurring defect within a product shall be deemed to be "natural" and therefore not as a result of a defect in process of manufacture. The seller reserves the right to repair or replace any such product as it sees appropriate at its discretion using whatsoever materials artificial or natural it see fit.

10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

10.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

10.3 [Sub-clause 8.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.]

10.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

10.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

10.6 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. In the event of repossession the Buyer shall deliver up to the Seller all Goods in which title has not passed, the cost of which shall be born by the Buyer.

10.7 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if;

10.7.1 The Buyer commits or permits any material breach of his obligations under these Conditions;

10.7.2 The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

11. Assignment

11.1 The Seller may assign the Contract or any part of it to any person, firm or company.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

12. Right to Return the Goods and to Receive a Refund

12.1 If the Buyer is not satisfied with any Goods purchased from the Seller, the Buyer may cancel the Contract and return the Goods to the Seller and may obtain a partial refund of the price of the returned Goods after restocking charge deductions, provided:-

12.1.1 The Buyer informs the Seller of the decision to cancel the Contract within 7 Calendar Days of delivery of the Goods; and

12.1.2 The Goods are returned in their original condition.

12.2 While the Goods remain in the Seller's possession the Seller is under a duty to ensure that the Goods are kept safe and secure.

12.3 Where the Goods are custom made to the order of the Buyer, the Buyer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Buyer are unaffected.

12.4 The buyer acknowledges and agrees that where the seller has carried out pre-processing work upon receipt of a confirmation order and the buyer cancels the order the buyer agrees to reasonably compensate the seller for the time spent and materials used equal to the cost of labour and materials processed.

13. Confidentiality, Publications and Endorsements

13.1 The Buyer undertakes to the Seller that:-

13.1.1 the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

13.1.2 The Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;

13.1.3 The Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

13.2 This Condition shall survive the termination of the Contract.

14. Communications

14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:

14.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or

14.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery; or

14.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

14.3 Communications addressed to the Seller shall be marked for the attention of Stuart Houten.