

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS OF Efin Kitchens Limited

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 'Buyer' means the organisation or person who buys the Goods from the Seller;
- 1.2 'Goods' means the goods (or any part of them) set out in the Order;
- 1.3 'List Price' means the selling price as stated in the Seller's catalogue or price list as amended from time to time without notice;
- 1.4 'Order' means the Buyer's order for the Goods as set out in the Seller's sales order form or the Buyer's order for the Goods made with the Seller on any other basis (verbally or in writing)
- 1.5 'Seller' means Efin Kitchens Ltd of Efin House, 3 Pedders Close, Colchester, Essex CO3 4QX

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall only be binding when agreed in writing by the Seller and the Buyer.

3 PRICE AND PAYMENT

3.1 The price shall be that in the Seller's current List Price, or such other price as the Buyer and the Seller may agree in writing. The price is exclusive of VAT and the costs of packaging, insurance and transport of the Goods.

3.2 Payment of the price, delivery charge and VAT and any other applicable costs shall be due prior to delivery unless otherwise agreed between the Seller and the Buyer.

3.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of Barclays Bank

3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- 3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;
- 3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

4 DELIVERY

4.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller as confirmed in the Order. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

4.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.

4.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Seller shall have no liability for such failure to deliver the Goods.

4.4 If the Buyer fails to accept delivery of the Goods the Seller shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance and storage) and for the avoidance of doubt the price becomes due immediately.

4.5 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must sign for goods as 'damaged' and notify the Seller of the damage within 72 hours of delivery.

4.6 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.7 Delivery shall be conditional upon access free from encumbrances and good roads being available to the delivery vehicles to the place of delivery. Efin Kitchens Limited will not accept any liability for damage to property caused during delivery. If the delivery vehicle cannot gain access to the delivery address, then additional costs may be payable.

4.8 Efin Kitchens Ltd arrange the delivery using couriers that specialise in palletised goods. Your order will be secured to a pallet. All orders shipped will be delivered "Curbside Delivery" to the customer's home or business. Curbside Delivery by definition means that the trucking company will park in front of or as close as possible to the customer's residence or business and the customer will receive the merchandise at the curb. The delivery vehicles are large and use tail lift offloading NOT CRANES. The delivery vehicle must be able to park where the delivery is to be made. A pallet truck is then used to manually maneuver the goods off the vehicle to the CURBSIDE delivery point. This ground must be of tarmac or concrete and level and clear of obstructions like parked cars, overhanging trees or sharp bends. Efin Kitchens Ltd or our Common Carrier Freight Companies do not offer assistance bringing the merchandise inside the customer's residence or business and setting it up. When you are ordering a large item please keep in mind that you will need a couple of people to help you unload and position it.

4.9 All packaging and pallet are non-returnable.

5 CANCELLATION AND RETURN OF GOODS

5.1 If you are contracting as a consumer, you may cancel this contract at any time within seven working days, beginning on the day after you received the Goods. In this case, you will receive a full refund of the price paid for the Goods.

5.2 To cancel this contract, you must inform us in writing. You must also return the Goods to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Goods while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

5.3 This provision does not affect your statutory rights.

6 RISK AND TITLE

6.1 Risk in the Goods shall pass to the Buyer at the moment the Goods are received at the Buyer's delivery point.

6.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for the Goods; and all other sums which are or which become due to the Seller for sales of the Goods or any other products to the Buyer

6.3 If the Buyer becomes insolvent or goes into administration or the Seller reasonably believes that such action may occur or the Seller believes the Buyer will cease or threaten to cease business and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under this contract or under any other contract between the Buyer and the Seller without incurring any liability to the

Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

6.4 If before title to the Goods passes to the Buyer the Buyer becomes insolvent or goes into administration or the Seller reasonably believes that such action may occur or the Seller believes the Buyer will cease or threaten to cease business and notifies the Buyer accordingly then provided that the Goods have not been resold or irrevocably incorporated into another product and without limiting any other right or remedy the Seller may have the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter into any premises of the Buyer or any third party where the Goods are stored in order to remove them.

7 QUALITY

7.1 Where the Goods have been supplied by the Seller and are found to be defective, the Seller or the relevant appliance manufacturer shall repair, or in its sole discretion, replace defective Goods free of charge or refund the price of the defective Goods, within 1 year from the date of delivery, subject to the following conditions:

7.1.1 the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

7.1.2 the Seller is given a reasonable opportunity of examining the Goods

7.1.3 the defect being due to the faulty design, materials or workmanship of the Seller

7.1.4 The Seller shall not be liable for any defect in the Goods if:

- (a) the Buyer makes any further use of such Goods after giving notice in accordance with clause 7.1.1; or
- (b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods; or
- (c) the defect arises as a result of the Seller following any drawing, design or specification supplied by the Customer; or
- (d) the Buyer alters or repairs such Goods without the written consent of the Seller; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions

8 LIMITATION OF LIABILITY

8.1 Nothing in this Contract shall limit or exclude the Seller's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (c) defective products under the Consumer Protection Act 1987; or

8.2 Subject to clause 8.1:

- (a) the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with this Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, the price of the Goods.

9 GENERAL

9.1 Assignment and subcontracting.

The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this contract.

The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this contract without the prior written consent of the Seller.

9.2 Notices.

Any notice or other communication given to a party under or in connection with the This contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or fax.

A notice or other communication shall be deemed to have been received: if delivered personally, when in case of the Seller, left at the address Seller's premises, and in the case of the Buyer, left at the Buyer's address set out in the Order or such other address as provided by the Buyer to the Seller ; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9.3 Severance.

If any court or competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the This contract shall not be affected.

If any invalid, unenforceable or illegal provision of the This contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.4 Waiver.

A waiver of any right or remedy under this contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the This contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9.5 Third party rights.

A person who is not a party to this contract shall not have any rights under or in connection with it.

9.6 Governing law and jurisdiction.

The This contract , and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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