

## Goodwins Kitchens, Bedrooms & Bathrooms Limited — Terms and Conditions of Trade

By completing and signing contracts and sales/schedule of order forms you signify your assent to these terms of use. If you do not agree to these terms of use, please do not place orders. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time.

### 1. DEFINITION

“The Company” means Goodwins Kitchens, Bedrooms and Bathrooms Ltd at 2 St Johns St Wirksworth DE4 4DR, and any trading division, subsidiary or group company thereof;

“The Customer” means: any person contracting with the Company.

### 2. APPLICATION

The Company’s terms and conditions are set out below to the exclusion of all other conditions, and shall be incorporated in every offer, quotation, acceptance and contract for the sale or supply of goods or services by the Company. No addition to, or variation of these conditions will bind the Company unless it is specifically agreed in writing and signed by a Director of the Company. No agent or person employed by, or under contract with the Company has any authority to alter or vary in any way these conditions except as stated above.

b. If these conditions are so varied then, subject to the express terms of that variation, these conditions shall continue to apply as if that variation were incorporated in this contract. If any document placing an order on the Company includes or refers to other conditions of contract then no account shall be taken of such other conditions.

c. Any typographical, clerical or other error or omission in any literature, quotation, price list, acceptance of offer, invoice or other document, information or internet based material issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3. ACCEPTANCE OF ORDERS

The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Customer, and for giving the Company any necessary information relating to the goods, delivery or services within a sufficient time to enable the Company to perform the contract in accordance with the terms. The Company cannot be held responsible for any costs or delays incurred as a result of any causes beyond our control

### 4. SPECIFICATIONS

All descriptions, specifications, drawings and particulars of layouts and dimensions submitted by the Company are to be deemed approximate only, and descriptions and illustrations in the Company’s internet based material or literature or advertising matter shall not form any part of a contract. It is the responsibility of the Customer to ensure that the goods chosen are suitable for the purpose based on the information supplied by the Company and the judgement of the Customer. Claims in respect of shade variation, staining, colour, texture or other will not be considered unless notified in writing to the company within three days of delivery. Claims will not be considered after installation of the goods. Tiles are not guaranteed against crazing. Liability arising from manufacture faults is limited to the manufacturers own guarantee. No guarantee is given that goods supplied prior or subsequently will match accurately or have equivalent suitability.

### 5. PRICES AND CHARGES

a. All prices are subject to change without prior notice.

b. Commercial Prices quoted are exclusive of VAT (unless otherwise stated) and is payable by the Customer immediately it is due. Domestic Prices quoted are inclusive of VAT (unless otherwise stated) and is payable by the Customer immediately it is due.

c. After an Order has become binding on the Company, all prices are subject to variations to reflect variations from time to time in list prices, any variations in costs (including without limitation, costs of materials, labour, transport and any tax, fee or charge imposed by the Government or other authority) prior to delivery, any change in delivery dates, quantities or specifications for the goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

### 6. INVOICES AND PAYMENT

a. Unless otherwise deemed by the Company or stated elsewhere the invoice amount is payable on order of the goods (“the Due Date”).

b. If the Customer defaults in payment the Company may, in addition to exercising rights as above, and without prejudice to any other right or remedy available to the Company cancel the contract and cancel any other orders received from the Customer.

c. After the Due Date interest will, at the discretion of the Company, be chargeable at a rate not greater than 5% above the base rate of Natwest plc from time to time calculated, (“the Base Rate”), from the date payment was due until and including the date of actual payment. If any invoice is not paid on the Due Date all other invoices rendered by the Company shall thereupon be deemed due and immediately become payable in full.

d. If the Customer issues a cheque, which is not honoured on presentation, or if the Company deems it necessary to arrange the special presentation of a cheque the Company reserves the right to debit the Customer with the cost of doing so.

### 7. Delivery of goods

a. Delivery of the goods shall be made by the Company delivering the goods at the time and the place notified by the Customer.

b. Any time or date specified by the Company as the time at which or date on which the goods will be delivered is given and intended as an estimate only and the Company shall not be liable for any loss, damage or expense howsoever arising from any delay in delivery howsoever caused. The time for delivery shall not be of the essence unless previously agreed by the Company in writing. The goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

c. Customers may collect their orders from the Company by previous arrangement.

d. The Company reserves the right to make delivery by installments unless otherwise expressly stipulated in the contract, and these conditions shall apply to each installment delivery and any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the contract as a whole as repudiated.

e. Any breakages or deficiencies in delivered goods should be notified to the Company immediately (maximum 48 hours).

### 8. INSPECTION OF GOODS

Delivered goods must be carefully examined on arrival at the Customer’s premises, and acceptance thereof duly signed for by the Customer or his appointed agent will be deemed to constitute acceptance by the Customer of the goods in good condition and conformity in all respects with the Order.

### 9. DEFECTIVE GOODS

a. The Company undertakes to replace any goods, which are shown by the Customer to be defective as a result of any defect in materials but not otherwise.

b. The above warranty is given by the Company subject to the following conditions: -

c. The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer;

d. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company’s instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company’s approval;

e. The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the Due Date for payment;

f. The above warranty does not extend to parts, materials or other equipment supplied by the Customer.

g. Where goods are returned by the Customer and accepted as defective by the Company, the Company shall replace such goods without cost to the Customer or allow the Customer to credit therefore. The Customer shall not be entitled to make any claim in respect of such goods for work done thereon, transport costs, loss of profit on resale or in respect of any claim, loss, damage or expense whatsoever other than replacement cost.

h. The Customer shall not be entitled to withhold payment by reason of an alleged minor defect.

i. Except as expressly provided in these Conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded.

j. Except in respect of death or personal injury caused by the Company’s negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company or its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer, except as expressly provided in these Conditions.

### 10. RETENTION OF TITLE

a. Goods shall remain the property of the Company until the full purchase price has been paid under the contract and under any other contract and all monies due to the Company on any legal grounds are settled. The risk of GOODS will be the responsibility of the customer upon collection or delivery.

b. The Company warrants that it has the right to sell the goods and that the goods are free from any liens unknown to the Customer.

### 11. FORCE MAJEURE

The Company shall not be liable to the Customer to the extent that fulfilment of its obligation to the Customer has been prevented, hindered or delayed by force majeure as hereinafter defined and without limiting the generality of the foregoing the Company shall be entitled to cancel delivery in whole or in part when it is delayed in or prevented from making delivery by strikes, lock-outs, trade disputes or labour troubles or any cause beyond the Company’s control including, but without limitation, act of God, act of Customer, embargo, or other Governmental Act, regulation or request, fire, accident, war, riot, delay in transportation, inability to obtain adequate labour, materials, or manufacturing facilities (“force majeure”), and the Company shall not be bound to obtain in the market goods with which to replace goods delivery of which has been cancelled as a result of any said events.

### 12. PATENTS/MODIFICATIONS AND IMPROVEMENTS

a. In cases where the Customer provides drawings, designs, models or specifications, for the purpose of enabling the Company to fulfil its orders, the Customer shall indemnify the Company against all actions, claims, costs, damages or losses arising from any infringement of letters patent, design, trademark or copyright protected by law in respect of such drawings, models or specifications or any goods made or supplied by the Company in compliance therewith.

b. The Company reserves the right to undertake such modifications or improvements to any of its products as shall be deemed necessary from time to time without any prior notification and such modifications or improvements shall not entitle the Customer to reject any products as so improved or modified or any products previously supplied to the Customer prior to the modification or improvement being effected.

### 13. RETURNS

The return of goods will normally be accepted by the Company within 14 days of purchase for non-installed goods, but will be subject to a 25% restocking charge. Return delivery charges are the responsibility of the Customer. Returns can be for exchange, replacement, refund or credit subject to the Company terms and conditions. Goods including (but not limited to) adhesives, grouts, sundries and any goods purchased specially for the Customer cannot be returned.

### 14. CANCELLATION

Order cancellations will only be accepted up to 7 days after the signing the orders off and must be received by us in writing. Thereafter the order is considered a legally binding contract. The Seller reserves the right not to accept cancellations of orders. In the event that a cancellation is accepted, cancellation fees will be charged. If the items are special order, cancellation fees may increase to cover the cost of goods. An order can only be considered cancelled when the Buyer has received written confirmation of acceptance of cancellation from the Seller. Goodwins Kitchens, Bedrooms & Bathrooms Limited reserves the right to cancel an order at any time prior to delivery.

### 14. MISCELLANEOUS

a. The validity, construction, and performance of this contract shall be governed by the Law of England and be within the exclusive jurisdiction of the English Courts.

b. Any notice relating to these Conditions shall be in writing and may be served or delivered to the party to be served in the case of a Company at its registered office and in the case of an individual at his address notified in writing to the other party from time to time and notices sent by first class delivery mail shall be deemed to have been delivered seventy-two hours after posting and proof of due posting shall be sufficient evidence of delivery.

c. The headings of these Conditions are for ease of reference only and do not affect their construction and nor do they limit their scope.

d. The Singular, where appropriate includes the plural and vice versa.

e. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

f. No waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.