

THESE ARE THE TERMS AND CONDITIONS OF BESPOKE AFFORDABLE KITCHENS LTD, SUPPLIERS OF KITCHEN PRODUCTS. ALL CHEQUES SHOULD BE MADE PAYABLE TO 'BESPOKE AFFORDABLE KITCHENS LTD'.

TERMS AND CONDITIONS: (Available upon request or via our website [www.bespokeaffordablekitchens.co.uk](http://www.bespokeaffordablekitchens.co.uk) – as noted on each Acknowledgement/Quote)

Definitions:

In these terms and conditions:

- (i) 'Company' means Bespoke Affordable Kitchens Ltd ('BAK').
- (ii) 'Customer' means the company with whom BAK directly contract with for the purchase and supply of Goods for an agreed price.
- (iii) 'Goods' means the goods and products which the Company agrees to supply to the Customer.
- (iv) 'Acknowledgement of Order' means the written confirmation issued by the Company to the Customer confirming the order placed by the Customer for the purchase and supply of Goods.
- (v) 'Agreed Date' means the date specified in the Acknowledgement of Order being the date agreed between the parties for collection of Goods (or delivery, if applicable).

The Status of these Terms and Conditions:

1. These Terms and Conditions constitute the entire agreement between the Company and the Customer.
2. These Terms and Conditions supersede all previous communications between the Company and the Customer.
3. These Terms and Conditions shall prevail over any terms and conditions originating from the Customer.
4. No variation or any purported variation of these Terms and Conditions shall be binding and effective unless the Company has provided it's prior written agreement to the variation, such variation to be signed and agreed by a Company director.

What the Company Agree to Supply:

5. The Company agrees to supply the Goods specified in the Acknowledgement of Order. The Company's agreement to supply Goods shall be effective upon the date the Company issue the Acknowledgement of Order to the Customer.
6. The Acknowledgement of Order shall be conclusive evidence of the Goods the Company has agreed to supply. The Acknowledgement of Order shall prevail over any previous communications between the Company and the Customer.
7. In the event the Customer requires a variation or addition to the Acknowledgement of Order, no such variation or addition will be binding and effective unless the Company has provided it's prior written agreement and such variation or addition (as applicable) is evidenced by means of a new or additional Acknowledgement of Order issued to the Customer.

Representations by the Company

8. The Company does not either expressly or by implication, warrant that the dimensions of the Goods supplied will comply *exactly* with the dimensions of the products quoted, such dimensions being approximate and within tooling tolerance.

Representations by the Customer to Third Parties:

9. All warranties and conditions (actual or implied) by the Customer or by statute made to any third party as to the quality or fitness of the Goods for a specific purpose are expressly excluded from this contract.

Time for Collection

10. The Company agrees the Goods will be available for collection (or with the Company's prior written agreement, delivery in accordance with Clause 13 and 14 below) on the Agreed Date unless the Goods are unavailable due to any circumstances outside the Company's control including, for instance, fire, industrial action or delay on the part of the Company's own suppliers. The Customer agrees the Company shall not be in breach of it's obligations to provide the Goods on the Agreed Date due to circumstances outside of the Company's control.
11. The Company will notify the Customer when the Goods are ready for collection which may be on or before the Agreed Date. The Customer shall collect the Goods at their earliest convenience but no later than the Agreed Date.
12. Any purported alteration to the Agreed Date shall be of no effect unless prior written agreement from the Company has been obtained.

Delivery

13. The Company does not undertake the delivery of Goods. However, at the Customer's request, the Company may agree to arrange delivery for an additional charge. Such additional charge is to be paid by the Customer and will be added to the Acknowledgement of Order. Agreement for the delivery of Goods shall constitute a separate contract of carriage.
14. It shall be the sole responsibility of the Customer to unload the Goods from the vehicle upon delivery. The Customer shall arrange for adequate persons to be on site to unload the Goods from the vehicle. The Company shall not be responsible for any damage to the Goods caused by the unloading thereof.

Price and Payment

15. The Company reserves the right and shall be entitled to increase the price of any estimate for goods or products in line with the increases of it's own costs.
16. Except if express prior written agreement has been obtained from the Company to an alternative payment date, the Customer is obligated to pay the balance of the price of the Acknowledgement of Order on the Agreed Date. These terms of payment remain in force even if the Customer has not collected the Goods on the Agreed Date or the Company has been unable to make delivery of the Goods on the Agreed Date because the Customer has not made adequate arrangements to receive and/or unload the Goods on delivery.

Interest

17. The Company reserves the right and shall be entitled to charge interest at a rate of 4% (above base rate) per day on any sums still outstanding after the Agreed Date. Such interest shall be chargeable from the day immediately after payment of an Acknowledgement of Order is due (the Agreed Date) until the date the balance is paid.

Notification of Defects or Short Delivery

18. The Customer undertakes the responsibility to examine the Goods upon collection (or delivery if applicable) at the Agreed Date and is to notify the Company of any defects or shortages immediately or in any event within 1 day after collection or delivery (as applicable). The Customer will otherwise be deemed to have accepted and approved the Goods so collected (or delivered) and will not be entitled to thereafter complain of any defects or shortages.

Transfer of Ownership

19. Risk and responsibility to insure the Goods shall pass to the Customer upon collection of the Goods (or delivery, if applicable). The Company will be exempt from replacing damaged items not collected by the Agreed Date. Any offer to replace such items are at the Company's discretion and does not form part of this agreement between the Company and the Customer.
20. Notwithstanding the fact that the Goods have been collected (or delivered), the Company will retain ownership of the Goods until the Customer has paid for all items on the Acknowledgement of Order in full. Until full payment from the Customer is received, any claim which the Customer may have in respect of such proceeds will forthwith vest in the Company. Despite the fact that the Company shall retain ownership of the Goods, it shall be entitled to the price of the Goods in accordance with these terms and conditions.

#### Consequential Loss

21. The Company shall not be held liable for any loss of profit or contract or any other indirect or consequential loss to the Customer whatsoever.

#### Governing Law and Jurisdiction

22. English law shall govern this contract and the parties to this contract agree to submit to the exclusive jurisdiction of the English courts.