

## CutList Limited Terms & Conditions- July 2019

### Definition

In these terms and conditions the following words and expressions shall have meaning hereby assigned to them except where otherwise stated:

- a) 'Seller' means CutList Ltd
- b) 'Buyer' means person or company who places an order or accepts and offer of the seller to purchase or supply of any goods.
- c) 'Goods' means products or services supplied or provided by the seller.

### 1. General

- 1.1 All quotes and sales placed with the Seller are bound by these terms and conditions of business. The liability of the Seller shall not be extended by any oral agreement expressed or implied between the Buyer and the Seller.
- 1.2 Customers are not permitted into the workshop at any time during the day.
- 1.3 Samples of edging and board finishes may be available. To be sure of the correct finish it is recommended that the Buyer view a sample to approve before ordering therefore the seller shall not be held responsible for any product deemed sub-standard, incorrect or inappropriate.
- 1.4 The Seller reserves the right to subcontract or assign any part of its rights or obligations arising under this contract without obtaining the Buyers consent.
- 1.5 Failure or neglect by the Seller to enforce at any time any of these Terms and Conditions of sale shall not be a waiver to the Sellers rights and it shall not affect the validity of the whole or part of these Terms and Conditions or prejudice the Sellers right to take subsequent action.
- 1.6 All designs, drawings and other technical information relating to the goods shall remain the Seller's property under copyright law.

### 2. Quotes & Prices:

- 2.1 The Seller reserves the right to change their price list or remove an offer without notice at any point.
- 2.2 The Seller's board optimisation will calculate the most efficient way to cut your CutList. Following the optimisation of your project a quote will be sent to the buyer for confirmation before any order is placed.
- 2.3 Edge banding is sold by the complete metre.
- 2.4 Orders are only processed using the CutList order form template via email, post or by hand.
- 2.5 The Seller strongly recommends that all correspondence between the Buyer and the Seller is made in writing. The Buyer takes full responsibility for omissions and errors arising from verbal communication.
- 2.6 It is the sole responsibility of the Buyer to ensure the order details are correct. The seller will not be liable for errors and omissions arising from the Seller inputting data on behalf of the Buyer once the Buyer has approved the order and made payment.
- 2.7 The Seller reserves the right to cancel any order or refuse a sale without notice or explanation.
- 2.8 If the Buyer cancels an order at any point after payment, a refund will not be issued.
- 2.9 The Buyer must request any offcuts at the time of order. The Seller shall not be held responsible for any offcuts disposed of after this point. The Seller considers an offcut to be larger than 400mm x 400mm, waste and off-cuts smaller than this size will be disposed of during production and therefore is not available to the buyer.
- 2.10 Quotations are valid for 14 days only after which time a revised quote may be issued.

### 3. Ordering & Payments

- 3.1 An order is considered contractual and binding at time of payment at which point processing and manufacturing will commence.
- 3.2 The Seller reserves the right to charge 8% over the Bank of England base rate for late payment for orders undertaken before payment is made in full.
- 3.3 All goods and services remain the property of the Seller until payment is received in full.
- 3.4 All prices and offers are correct at time of going to press but subject to change without notice to the customer. E&OE.

- 3.5 Payments can be made using credit and debit cards, BACS cheque or cash. Orders will not be processed until the payment is cleared in full.
- 3.6 Any payments made will not be eligible for any refund once the order has been processed.

### 4. Deliveries:

- 4.1 Delivery rates are calculated using Google maps from the seller's address to the delivery address using the shortest route.
- 4.2 All deliveries are kerb-side and will be undertaken by one driver only. It is the responsibility of the buyer to ensure someone/multiple people are onsite and physically capable of un-loading delivery.
- 4.3 The buyer will be allocated a 30 minute delivery slot for the full unloading of delivery after which a standby charge of £10 plus vat per 15 minutes may be charged.
- 4.4 Failed deliveries will be charged at £65 plus vat, should the buyer not be present at point of delivery to un-load. Should the Buyer not be at the delivery address upon the arrival of the Sellers delivery, the delivery driver will wait a maximum of 15 minutes before the delivery will be considered failed.
- 4.5 Goods will not be delivered or collected until payment has been made in full.
- 4.6 A delivery note will be signed by the Buyer upon delivery to state that everything is correct, present and of satisfactory quality.
- 4.7 The Buyer is responsible for checking all goods for damage and/or missing or incorrect items. The Buyer must report any missing items at point of delivery on the delivery document. Damaged or incorrect items must be notified to the seller in writing within 24 hours of receipt of delivery. All damaged, missing or incorrect items are subject to clause 6 in the seller's terms of business.
- 4.8 Items ordered for collection must be collected within 48 hours of the order being completed or storage charges will apply.
- 4.9 The Seller reserves the right to charge a storage charge of 5% of the project value per day for collections not made within 48 hours of completion. The Buyer will be notified in writing as to when this may apply.
- 4.10 Where panel labels are issued, the Seller cannot guarantee they will remain in place during loading, un-loading or transit.
- 4.11 The Seller does not guarantee delivery times and product availability. Any suggested dates are estimated only.
- 4.12 The Seller will provide delivery to UK Mainland postcodes. The Seller is not able to provide delivery of orders to Non UK Mainland postcodes and considers the following locations and postcodes as Non UK Mainland: Highlands & Island of Scotland- HS1-9, IV1-56, KA27-28, KW1-17, PA20-78, PH17-50 and ZE1-3 Northern Ireland, Channel Islands, Isles of Scilly and Isle of Wight- BT1-99, IM1-99, TR21-25, GY postcodes, JE postcodes, PO30-41
- 4.13 One delivery is considered to be within the size and/or weight parameters of the Sellers delivery vehicles. Should these parameters be exceeded, a second delivery will required and additional charges may apply.
- 4.14 E&OE. We reserve the right to withdraw delivery and any offer in connection to delivery.

### 5. Materials & Paint:

- 5.1 The Seller can't guarantee the colour consistency or quality of colour or pattern on any board or paint from any manufacturer against their sample boards, codes or brochures.
- 5.2 The Seller is not responsible for the manufacturing quality or defects from any board manufacturer. The Seller will do their up-most to ensure a good quality product is delivered but issues with quality must be noted at time of collection or delivery or no refund will be issued.
- 5.3 The Buyer understands that materials ordered at different times may have colour, tone or grain differences.
- 5.4 The seller is not responsible for the correct and/or safe application of a product or material and take no responsibility or liability for issues arising around product or material application.
- 5.5 The Seller is not responsible for the compatibility or suitability of any newly applied paint or finish against the paint or finish used after the materials are delivered/collected by the Buyer.

- 5.6 The Seller is not liable for any deterioration, defect or issue arising from the incorrect application of painted or finished panels.
- 5.7 The Seller does not warrant or guarantee any painted of finished panels. This does not affect your statutory rights.

### 6. Returns, replacements & refunds:

- 6.1 Any missing and/or damaged or faulty items will not be credited or re-made by the Seller unless they are noted on the delivery ticket at time of delivery. The Seller reserves the right to inspect any faulty or damaged panels before issuing replacement panels or refund.
- 6.2 Delivery of damaged, faulty or missing panels is strictly excluded even if the Seller agrees to issue replacements, unless delivery was included in the original order. Unless otherwise agreed by the parties in writing, any good returned must be consigned carriage paid by the Buyer. The Seller reserves the right to not accept the return of good, and to make a handling charge on good returned.
- 6.4 The Buyer is responsible for the return of any faulty or damaged goods. The Seller will not credit any delivery charges under any circumstances.
- 6.5 Where the seller agrees to a financial refund, the refund will be credited into the Buyers account within 14 days via BACS. A cheque may also be offered.

### 7. Limitation of Liability

- 7.1 Nothing in these Conditions shall limit or exclude the Sellers liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); breach of the terms implied by Section 12 of the Sale of Good Act 1979 (total and quiet possession); or defective products under the Consumer Protection Act 1987.
- 7.2 Clause 7.3 & 7.4 are subject to clause 7.1:
- 7.3 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 any indirect or consequential loss arising under or in connection with the contract (including any losses that may arise from the Seller deliberate personal repudiatory breach of the contract).
- 7.4 The Sellers 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, including losses caused by the Sellers deliberate personal repudiatory breach shall not exceed the price paid by the customer for the goods and/or services in the order.
- 7.5 Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent committed by law, excluded from the contract.
- 7.6 This clause 7 shall survive termination of the contract.

### 8. Privacy Policy

- 8.1 The Seller may collect and hold the following information; Name, Address, Contact phone numbers, email addresses and other personal details which are relevant to the seller's requirements in providing services and/or goods.
- 8.2 The Buyer may request details of personal information the Seller holds about you under the Data Protection Act 1998 at any time. A small fee may be payable. The Buyer must request in writing.
- 8.3 The buyer has the right to change or request any information held is removed at any time. Requests must be presented in writing to the seller.
- 8.4 The Seller will not sell, share or distribute the Buyer's personal information to third parties other than to the Seller's sister company Langstaff-Ellis Limited, without prior written consent by the Buyer.
- 8.5 The Seller may publish photographs and comments on social media, the internet and in marketing documents which may have reference to a specific order but the Seller will not divulge any personal information as detailed in 8.1