

## Terms and Conditions of Sale

### 1. Definition

In these conditions, unless the context requires otherwise:

1.1 "Buyer" means the person who buys or agrees to buy goods from the Company.

1.2 "Company" means Cutwrights Ltd.

1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.

1.4 "Collection date" means the date specified by the Company when the goods are to be collected.

1.5 "Delivery date" means the date specified by the Company when the goods are to be delivered.

1.6 "Goods" means the material or service which the Buyer agrees to buy from the Company.

### 2. Effect of Conditions

2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to pursuant to these Conditions.

2.3 Acceptance of delivery/ or collection of the Goods shall be deemed conclusive evidence of the buyer's acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

### 3. Price

3.1 Unless previously withdrawn the price of Goods shall be the Company's quoted price which shall be valid for 30 days from the date on which it is submitted to the buyer unless such period is extended in writing by the company.

3.2 The Company's quoted price is based on information supplied by the Buyer.

### 4. Acceptance of Goods

4.1 The Company requires the Buyer to confirm by email in writing acceptance of the quotation, making reference to the latest revision number.

4.2 The Company will not be held responsible for cutting the wrong revision of job if specified by the Buyer.

### 5. Payment

5.1 The Company must receive full payment for the Goods when the Buyer accepts the quotation and wishes to proceed.

### 6. Delivery of Goods

6.1 The Company requires the Buyer to check their Goods upon delivery. Any discrepancies must be reported by telephone or email to the Company within 48 hours. The Company would then investigate the problem and where necessary issue replacement Goods. If replacement goods are re-delivered the Company would need to collect from the Buyer the incorrect Goods.

### 7. Collection of Goods

7.1 The Company requires the Buyer to check their Goods on collection. Once the Buyer has left the premises the Company will not be held responsible for any discrepancies or damages to any of the Goods.

### 8. Liability

8.1 The Company will not be liable to the Buyer for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss of damage arising out of any problem in relation to the Goods and we shall have no liability to pay any money to you by the way of compensation other than any refund that we make under these conditions. This does not affect your statutory rights as a consumer.

### 9. Cancellation Of Goods

9.1 Due to the Bespoke nature of the product once an item has been paid for it is at the Companies discretion if the Goods can be cancelled.

### 10. Miscellaneous

If any term or provision in these Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent to be deemed not to form part of these Conditions and the enforceability of the remainder of these conditions shall not be affected.

### 11. Proper Law of Contract

This contract is subject to the Law of England and Wales.