

1 DEFINITIONS

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

"**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in London;

"**Conditions**" means the conditions of sale set out in this document;

"**Contract**" means any contract between Us and You for the sale and purchase of the Goods and/or provision of Services incorporating these Conditions and the Quotation;

"**Delivery Date**" has the meaning given to it in Condition 7.1;

"**Deposit**" has the meaning given to it in Condition 2.5;

"**Event Outside Our Control**" means any circumstances or conditions beyond Our control including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm, earthquake or disaster, strike, lockout, malicious damage, accident, failure of production equipment, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority. These events are listed for illustration only and do not form an exhaustive list of those circumstances which are Events Outside Our Control;

"**Goods**" means any goods in the Contract to be supplied to You by Us (including any part or parts of them);

"**Installation**" means in relation to any Goods the fitting and installing of such Goods, but excluding any plumbing, electrical, ducting works or building works required to place such Goods into full operational use;

"**Installation Date**" has the meaning given to it in Condition 7.7;

"**Price**" means the price of the Goods and Services to be paid by You as determined in accordance with Condition 5;

"**Quotation**" has the meaning given to it in Condition 2.5;

"**Services**" means any services, including Dry Fitting, agreed in the Contract to be supplied to You by Us.

"**We/Our/Us**" means The Kitchen People Limited (trading as bulthaupt) a company registered in England and Wales with number 03021082 and having its registered office at 6 Hermitage Road, St Johns, Woking, Surrey, GU21 8TB;

"**You/Your**" means the person named in the Contract who purchases the Goods and/or Services from Us; and

"**Your Representative**" means any person who is appointed by You or holds themselves out to act for You or on Your behalf.

2 ORDERING GOODS

2.1 These Conditions set out the terms on which We shall supply Goods and Services to You. You confirm that You are a consumer and not purchasing the Goods for or on behalf of a business. If We discover that You are purchasing the Goods for or on behalf of a business, We reserve the right to issue Our business terms and conditions which will become effective on the date they are issued. If You do not want to proceed having received the business terms and conditions, then You may cancel the contract in accordance with the business terms and conditions.

2.2 Please ensure that You read these Conditions carefully, and check that the details on the Quotation and in these Conditions are complete and accurate and reflect the terms we have agreed for Your purchase of the Goods and Services before You pay the Deposit. If You think that there is a mistake or any part of these Conditions or the Quotation does not reflect the terms we have agreed, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between us.

2.3 Your order shall specify in detail the nature of the Goods and Services required from Us with reference to Our catalogues.

2.4 When You submit an order for Goods and Services to Us, this does not mean that We have accepted Your order. Our acceptance of Your order will take place in accordance with Condition 2.5.

2.5 These Conditions shall become binding on both of us, and we will have a binding Contract, when We provide You with a quotation document detailing the Goods and Services you have requested, including these Conditions (the "Quotation") and You pay Us a deposit of 40% of the Price detailed in the Quotation plus Value Added Tax and/or any other sales taxes or any other amount agreed in writing between us (the "Deposit"). Your rights to cancel any Contract are detailed in Condition 12.

2.6 The price noted in any Quotation shall only be valid for 28 days from the date of the Quotation.

2.7 We may withdraw a Quotation at any time prior to the receipt of the Deposit by Us. If We withdraw a Quotation, then We will contact You in writing and inform You of this fact.

2.8 Each order for Goods or Services We accept creates an individual, legally binding Contract.

3 SPECIFICATION OF GOODS

3.1 All Goods and Services shall be required to conform only to the specification in the Contract or as otherwise expressly agreed in writing between both of us. For the avoidance of doubt descriptions, specifications or illustrations contained in any of Our catalogues, other sales or marketing literature or on Our website are solely for the promotion of Our Goods.

3.2 The images of the Goods in any of Our catalogues, other sales or marketing literature or on Our website are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods will not vary significantly from those images.

4 MADE-TO-MEASURE GOODS

4.1 We make and supply Goods according to the measurements You or Your Representative provide to Us.

4.2 Please make sure Your measurements are correct and accurate as We cannot accept the return of made-to-measure Goods if the reason for the return is because You provided Us with incorrect measurements. However, this will not affect Your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described in the Quotation. Advice about Your legal rights is available at Your local Citizen's Advice Bureau or Trading Standards office.

5 PRICE

5.1 The Price shall be the price specified in the Quotation subject to the following:

- (a) if You instruct Us to vary Your requirements for Goods or Services after We have a binding Contract with You, then We shall inform You of any increase or decrease in the Price to reflect any additional or reduced costs which may occur as a result of this change. We will ask You to confirm whether You wish to proceed with the change. If You confirm that You wish to proceed with the change, then We will send to You in writing a confirmation of the change. If you decide that You do not want to proceed with the change and You want to cancel the Contract, Your rights to cancel are detailed in Condition 12; and
- (b) the Price and all prices quoted includes: (i) delivery and, where applicable UK or export, freight charges, (ii) insurance, (iii) Value Added Tax and/or any other sales taxes. If the rate of Value Added Tax and/or any other sales taxes change between the date of the Quotation and the date of payment in accordance with Condition 6.1, We will adjust the rate of Value Added Tax and/or other sales taxes that You pay; and (iv) the cost of performing the Services.

6 PAYMENT

6.1 Subject to Condition 6.2, You shall pay the Price with no deductions or retention (less the Deposit paid), in cleared funds, to Us on the earlier of:

- (a) ten Business Days prior to the Delivery Date;
- (b) two months from the date We notify You that Your Goods are ready to be delivered or collected pursuant to Condition 7.2.

6.2 You may arrange for Your Representative to pay the Price, but You shall always remain responsible for the payment of any amounts under the Contract.

6.3 If You fail to pay the Price (less the Deposit paid) pursuant to Condition 6.1, then We may, in addition to Our other rights or remedies, including the right to charge interest in Condition 6.4, cancel the Contract. If We cancel the Contract pursuant to this Condition 6.3, then We shall refund any amounts paid relating to the Goods which are not made-to-measure minus any reasonable handling charges We incur from returning the Goods to the manufacturer and minus any other outstanding charges applied pursuant to Condition 6.4 and Condition 7.6. For made to measure goods the terms of Condition 12.3 apply.

6.4 We shall have the right to charge interest which shall accrue on a monthly basis on all monies which at any time may be overdue for payment pursuant to the terms of the Contract at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time.

7 DELIVERY

7.1 To enable Us to begin to produce and order the Goods, You must provide to Us in writing a date on which You would like the Goods to be delivered to You or available for collection by You from Our warehouse (the "Delivery Date"). Please note that any date you provide will be subject to Our standard lead times for the production of the Goods but may be varied by mutual consent in writing

7.2 We shall notify You when the Goods have arrived in Our warehouse and are ready to be delivered or collected.

7.3 Unless otherwise agreed, delivery of Goods shall take place when We deliver the Goods to the address specified in the Quotation or as agreed in writing between us, or when You collect the Goods from Our premises.

7.4 Any date or time for delivery of the Goods or performance of the Services that We give to You shall be an estimate only.

7.5 If We are not able to deliver all of the Goods at one time due to operational reasons, We will deliver the Goods in instalments and We will not charge extra for this.

7.6 If, for any reason other than the Goods are faulty or not as described in the Quotation, You have not taken delivery of or collected the Goods within two months of when We notify You pursuant to Condition 7.2 that the Goods are ready for delivery or collection and the Delivery Date has passed, We may arrange for the Goods to be stored, and We may make a reasonable charge to You for all storage charges, insurance, demurrage or other costs, expenses and charges arising from Your non-acceptance until such time as the Goods may be delivered or the Contract is cancelled.

7.7 We shall agree a start date for the Installation (the "Installation Date") no later than four weeks before the Delivery Date.

7.8 If, for any reason, You or Your Representative cancel or delay any agreed Installation Date of any items comprised in the Goods without first giving at least 10 Business Days' written notice of such cancellation or delay and any proposed new Installation Date, then We may make a reasonable charge to You for rescheduling the Installation, covering any losses or expenses We may incur.

8 PASSING OF RISK AND OWNERSHIP

- 8.1 The Goods will be Your responsibility from when We deliver the Goods to You or You collect the Goods from Us. This means You are responsible for damage and loss to the Goods from that point, unless We cause it. If We cause any damage or loss to the Goods, then We will pay for such Goods to be repaired or replaced.
- 8.2 Upon delivery of the Goods, We will require that You or Your Representative sign to acknowledge receipt of the Goods.
- 8.3 Unless otherwise agreed in writing between us, You will own the Goods once You have paid the whole of the Price.
- 8.4 We warrant that We own the Goods and that we can transfer ownership to You pursuant to this Condition 8.

9 OUR OBLIGATIONS

- 9.1 Where the Goods have been manufactured and supplied to Us by a third party We shall (where possible) pass on the benefit of any third party guarantee to You in respect of the Goods. For details, please refer to the manufacturer's guarantee provided with the Goods (if applicable).
- 9.2 This guarantee is in addition to Your legal rights in relation to the Goods that are faulty or not as described in the Quotation. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.

10 LIMITATION OF LIABILITY

- 10.1 Subject to Condition 10.3, if We fail to comply with these Conditions, then We are responsible for any foreseeable loss or damage You suffer as a result of Our failure to comply with the Contract or Our negligence. Loss or damage is foreseeable if it was an obvious consequence of Our breach or if it was considered by us at the time we entered in to this Contract (ie at the time You paid the Deposit to Us).
- 10.2 If We are providing the Installation and/or other Services in Your property, We will make good any damage to Your property caused by Us in the course of the Installation or performance of the Services. However, We will not be responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of the Installation or the performance of the Services.
- 10.3 We are supplying the Goods under this Contract for private and domestic use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 We do not exclude or limit Our liability for:
- (a) death or personal injury caused by the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by sections 12, 13, 14 and 15 of the Sale of Goods Act 1979 (title and quiet possession, description, satisfactory quality, fitness for purpose and samples); or
 - (d) defective products under the Consumer Protection Act 1987.

11 YOUR OBLIGATIONS

- 11.1 You must provide to Us all necessary facilities, information, assistance and materials, including adequate access to property, that We reasonably request from time to time to facilitate the proper and timely performance of any Services under any Contract.
- 11.2 You must ensure that the property is safe for the delivery of the Goods and the Installation. If We deem the property to be unsafe, then We cannot deliver the Goods or carry out the Installation and We shall not be responsible for any losses or costs of any delays You incur because the property is unsafe. If You have any concerns regarding the safety of the property, please contact Us.

12 YOUR CANCELLATION RIGHTS

- 12.1 Subject to Condition 12.3, before the Goods are delivered, You have the following rights to cancel a Contract:
- (a) within 30 days of entering into the Contract with Us by contacting Us. We will confirm Your cancellation to You in writing; or
 - (b) in accordance with Condition 14.2, due to an Event Outside Our Control by contacting Us. We will confirm Your cancellation in writing to You.
- 12.2 Subject to Condition 12.3, if You request to cancel a Contract after 30 days of entering into the Contract with Us, then in exceptional circumstances, We may agree to cancel the Contract. If We agree to cancel the Contract, then We will confirm Your cancellation to You in writing and the terms of cancellation thereof.
- 12.3 If a Contract is cancelled under Conditions 12.1(a) or 12.2, then We will refund to You the amounts paid by You and applicable to cancelled Goods which are not made-to-measure minus any reasonable handling charges We incur from returning the Goods to the manufacturer. For Your made-to-measure Goods, We will submit Your order to Our manufacturer within the relevant timescales required to meet the Delivery Date. If You notify us that You wish to cancel Your order, then We will check with Our manufacturer to confirm whether or not Our manufacturer has accepted Your order. If Our manufacturer informs Us that Your order has been accepted and cannot be withdrawn, then We cannot refund to You amounts applicable to made-to-measure Goods.
- 12.4 If You cancel a Contract under Condition 12.1(b) and You have made any payment for the Goods that have not been delivered to You, then We shall return the Deposit and any other amounts You have paid to Us, with respect to those Goods that have not been delivered to You, and You will not have to make any further payment to Us.
- 12.5 This Condition 12 does not affect Your legal rights as a consumer in relation to Goods that are faulty or not as described in the Quotation. Advice about Your legal rights is available at Your local Citizen's Advice Bureau or Trading Standards office.

13 OUR CANCELLATION RIGHTS

- 13.1 We may have to cancel a Contract before the Goods are delivered or You have collected the Goods from Us due to an Event Outside Our Control, in accordance with Condition 14.2, or the unavailability of stock. We will promptly contact You if this happens.
- 13.2 If We have to cancel a Contract under Condition 13.1 and You have made any payment for the Goods that have not been delivered to You, then We shall return the Deposit and any other amounts You have paid to Us and You will not have to make any further payment to Us.
- 13.3 If We have to cancel a Contract under Condition 6.3 You will be informed in writing by Us with a minimum of thirty days' notice of our intention to cancel.

14 EVENTS OUTSIDE OUR CONTROL

- 14.1 If performance of the Contract is delayed by any Event Outside Our Control, then We shall have the right to suspend further performance of the Contract until such time as the cause of delay shall no longer be present. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Conditions which are caused by an Event Outside Our Control.
- 14.2 If performance of the Contract is delayed by any Event Outside Our Control for a period of at least one year, then either of us can cancel any such Contract pursuant to Condition 12 or 13 respectively.

15 NOTICES

- 15.1 If You wish to contact Us in writing, or if any Condition in these Conditions requires You to give Us notice in writing (for example, to cancel the Contract), You can deliver this to Us: (a) personally by hand; (b) by sending it by normal post (but We recommend pre-paid recorded delivery) to The Kitchen People Limited at 36-42 Clerkenwell Road, London EC1M 5PS (marked for the attention of the Managing Director); or (c) by sending an email to companyadministrator@bulthaup.co.uk.
- 15.2 Please include the order number from the Quotation when You contact Us and if You contact Us by email You must request delivery and read receipts. We will confirm receipt of any notice by contacting You in writing or using the delivery receipt and read receipt (if applicable). If We have to contact You or give You notice in writing, We will do so by hand or pre-paid recorded delivery to the address You provide to Us in the Quotation.

16 YOUR PERSONAL INFORMATION

- 16.1 We will use the personal information You provide to Us to: (a) provide the Goods and Services; (b) process Your payment for such Goods and Services; and (c) inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.
- 16.2 We will not give Your personal information to any third party.

17 WAIVER

If either of us fails or delays in exercising any right, power or privilege under any Contract, then this shall not operate as a waiver nor shall any single or partial exercise prevent any further exercise of any right, power or privilege under any Contract.

18 THIRD PARTY RIGHTS

This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of Your property will have the benefit of the guarantee at Condition 9.1 if You transfer it to them, but We and You will not need their consent to cancel or make any changes to these Conditions.

19 SEVERABILITY

If any provision of these Conditions shall be found by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of these Conditions which shall remain in full force and effect.

20 GOVERNING LAW

These Conditions and any Contract formed under these Conditions 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) is governed by and will be construed in accordance with the laws of England and Wales. We both submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim that arises out of or in connection with these Conditions and any Contract formed under these Conditions, its subject matter or formation (including non-contractual disputes or claims).