SCRIBES
KITCHEN CO
DESIGN • CRAFTMANSHIP • PERFECTION

Terms & Conditions

This contract is made under the following terms and conditions. Please read these terms and conditions carefully as they affect your rights and liabilities under the law.

1 Contract Parties

1. 1.1 Scribes Kitchen Company is a trading name of Scribes Kitchens Limited, a company registered in England under company number

   11198562, and whose registered office is Scribes Kitchens Limited, Groucott Moor, Lombard House, Cross Keys, Lichfield, England, WS13 6DN.

2. 1.2 The contract is between you (The Buyer) and Scribes Kitchen Co
   (The Seller).

2 your Status

By placing an order with Scribes Kitchen Co, you warrant that:

1. 2.1 you are legally capable of entering

   into binding contracts.

2. 2.2 you are at least 18 years old; and
3. 2.3 you have read and understood the

   Product Information Guide (PIG) as to how orders should be made

3 Contract Formation

1. 3.1 Your order constitutes an offer to us
   to buy Product(s) subject to these terms and conditions. The contract between us (Contract) will only be formed when we receive payment of your invoice.
2. 3.2 We reserve the right to reject an order for whatever reason it deems necessary.

4 Your Rights

1. 4.1 You may cancel or amend an order FOC provided the goods have not entered production or in the case of stocked products, before they have been picked.

2. 4.2 Any cancellation or amendment to
an order containing stocked products which has been released for picking but not yet despatched will be subject to an administration fee 25% of the order value (minimum charge £25).

5 Delivery

5.1 We will use all reasonable endeavours to fulfil your order between or on
the delivery date set out in the
Order Confirmation unless there are exceptional circumstances and the delivery is affected by factors beyond our control.

5.2 Delivery dates are not guaranteed, and we will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

5.3 If you fail to take delivery of an order on the specified delivery date, we
will notify you that the products are ready for delivery, or we cannot deliver due to your failure to provide relevant instructions, documents, licenses or authorisations then, except where this failure is caused by our failure to comply with these terms and conditions or by an event beyond your control:

5.3.1 we will store the Goods until delivery takes place and may charge you a reasonable sum currently £15 a day to cover expenses and insurance;

5.3.2 we shall have no liability to you for late delivery; and

5.3.3 Where delivery has taken place as agreed but we were unable to leave the Products we will have the right to any additional delivery charges if you require a further delivery later.

5.4 If you have not taken delivery of the Products within two weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, or the price if they are bespoke Products and cannot be resold, pay you for any excess over the price of the Products or charge you for any shortfall below their original price.

5.5 If we are not able to deliver the
whole of the order at one time due
to operational reasons or shortage
of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate Contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5.6 Upon delivery of the Products you are responsible for inspecting the Products and reporting to us within 5 working days of any alleged defect, fault, shortage, or error before the Products are used or fitted. We shall have no liability for any claim in respect of an alleged defect, fault or error which would be apparent on inspection before use or fitting.

5.7 Transit damage claims will be honoured if the POD has been signed DAMAGED and reported to us within 5 working days from the date of delivery.

6 Risk and Title

6.1 Ownership of the Products will only pass to you when delivery has been completed.

6.2 Unless otherwise agreed in writing by us, customer shall have no right or license to use the Scribes Kitchen Co Trademarks.

7 Price and Payment

7.1 Invoice totals incude delivery and are plus VAT..

7.2 Product prices and delivery charges are liable to change at any time, but changes will not be made to orders where you have received an order acknowledgment.

7.3 Payment options will be available to you at the time of order. Orders will only be accepted if one of options has been successfully completed.

8 Claims and Refunds

8.1 As detailed in 5.6 and 5.7, all claims must be notified to us in writing within 5 working days of receiving the delivery

8.2 All claims must quote the original sales order number, detail reasons for the product rejection, include digital photographic evidence of the damage where possible and state

if a replacement item is required. Items that have been drilled, altered, have scratches, dents or corner damage due to lack of care will not be accepted. The Seller will only replace like for like products and shall in no way be responsible for any additional consequential costs or losses

8.3 The Seller will endeavour to despatch a replacement order within 4 working days or 2 working days in the case of a stocked product from the date the claim has been received

8.4 All replacement orders will be
initially charged for. As part of
the investigation into the claim a representative of the Seller may request to view the damaged product at the Sellers address. Any credit

due for damaged product will be processed within 30 working days of receiving the claim

8.5 Unless otherwise agreed, all delivery costs for product returned to Scribes Kitchen Co will be borne by the Buyer. It is advisable when returning any item(s) to us you cover with the appropriate additional insurance to cover the total item(s) value. If this additional cover isn't applied to item(s) that are returned to us we cannot be held responsible for any damage that may occur in transit by the carrier.

6. 8.6 If you return a stocked Product to
us because you have cancelled
the Contract between us within a seven-day cooling-off period, we will process the refund due to you as soon as possible and, in any case, within 7 days of the day on which you returned the Products to us. In this case, we will refund the price of the Product in full, and any applicable delivery charges subject to the returned product being fit for resale. However, you will be responsible for the cost of returning the Products to us. Products returned after the cooling off period will be subject to a restocking charge of 25% of the order value (minimum charge £25).
7. 8.7 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9 Warranty and Recommended

Good Practice for Specific Products

1. 9.1 We warrant to you that any Product purchased from us , on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which Products of that kind are commonly supplied and will adhere to FIRA Gold/Gold Level

   H Certification, FIRA FS 6250 2018 Environmental Performance (Table 4b = Max bow of 1mm over 600mm span if measured when the doors are acclimatised for a period of 96 hrs to a temperature of 18-25c) and BS EN 17214:2019.

2. 9.2 The following products carry the stated guarantee period for defects in materials only from the date of invoice:

1. 9.2.1 All MDF/MFC based products - 6yrs
2. 9.2.2 Solid Timber based products - 1yr
3. 9.2.3 Hettich hinges and drawers - 20yrs
4. 9.2.4 Handles - 1yr

9.3 This warranty does not apply to any defect in the Products arising from:

1. 9.3.1 fair wear and tear;
2. 9.3.2 wilful damage, accident, or negligence

   by you or any third party.

3. 9.3.3 if you use the Products in a way that

   we do not recommend.

4. 9.3.4 your failure to follow our instructions.
5. 9.3.5 any alteration or repair you carry out

   without our prior written approval; or

6. 9.3.6 Any incorrect instructions or plans

   submitted by you on our site to enable

   us to provide the Products.

9.4 We reserve the right to investigate all

warranty claims to determine if the claim is due to a manufacturing defect resulting in product performance failure or to incorrect fabrication, installation, or misuse. We are only

responsible for manufacturing defects and will at its choice repair, replace or refund the cost of the product.

9.5 We give no warranty and shall have no liability if product manufacture or sale infringes on any intellectual property right ("IPR") under which we are not licensed. We reserve the right without liability to the Customer other than refund of any portion of the price paid to discontinue manufacture, sale, or deliveries of any product which in our opinion would infringe any IPR.

9.6 The following best practice is recommended for certain products:

9.6.1 All Timber based products should
only be cleaned with a damp cloth applying minimum amount of moisture or alternative approved cleaning polishes. Do not use any cleaning products containing solvents

9.6.2 After removing the protective film
from High Gloss Products, please
note that the finish has a 7 day curing process then the surface should only be polished with Vuplex polish or similar product using a micro anti-scratch polishing cloth

9.6.3 Products supplied which are placed near heat sources such as ovens, radiators, grills, boiling Kettles, toasters etc are not covered by the guarantee unless protected by suitable heat strips with a suitable gap left for heat escape

9.6.4 Products situated below a sink, or covering a dishwasher/washing machine are not covered, unless the damage is anything other than excessive steam or water contact.

9.7 In the unlikely event that the original colour in some of the MDF/MFC based products is discontinued, the nearest possible alternative will be offered at our discretion.

9.8 The Seller accepts no liability for and consequential losses, costs or refitting charges

10 Our Liability

10.1 Subject to clause 10.3, if we fail
to comply with these terms and conditions, we shall only be liable
to you for the purchase price of the Products and, subject to clause 10.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

10.2 Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:

10.2.1 loss of income or revenue. 10.2.2 loss of business.
10.2.3 loss of profits.
10.2.4 loss of anticipated savings. 10.2.5 loss of data; or

10.2.6 Waste of management or office

time. However, this clause 10.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 10.2.1 to 10.2.6 inclusive of this clause 10.2.

10.3 Nothing in this agreement excludes or limits our liability for:

10.3.1 death or personal injury caused by our negligence.

10.3.2 fraud or fraudulent misrepresentation. 10.3.3 any breach of the obligations implied

by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

10.3.4 defective Products under the Consumer Protection Act 1987; or

10.3.5 Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11 Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. We will contact you by e-mail.
For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12 Cancellation By Us and Product Changes

12.1 We reserve the right to cancel the Contract between us if:

1. 12.1.1 we or our suppliers have insufficient stock to deliver the Products you have ordered, or such Products have been discontinued.
2. 12.1.2 we do not deliver to your area; or
3. 12.1.3 one or more of the Products you

   ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our supplier.

2. 12.2 If we do cancel your Contract, we will notify you by e-mail and will re-credit you account by any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be liable to pay any additional compensation for disappointment suffered.
3. 12.3 When we or our suppliers have insufficient stock to deliver the Products you have ordered or such Products have been discontinued we reserve the right to provide substitute Products to you of the equivalent quality and price at our discretion instead of exercising our right to cancel in condition 12.1 above. If you, as a consumer exercise your right to cancel as set out above the cost of returning such substitute Products to us will be met by us.

12.4 We reserve the right, and without incurring any liability to the buyer to:

1. 12.4.1 Alter the specifications for any Product;
2. 12.4.2 Discontinue the manufacture of any Product;
3. 12.4.3 Discontinue the development of any new product, whether or not such product has been announced publicly;
4. 12.4.4 Commence the manufacture and sale of new products having features which make any Product wholly or partially obsolete, whether or not Distributor

   is granted any distribution rights in

   respect of such new products; and/or

5. 12.4.5 Withdraw any Product from marketing

   at any time. Notwithstanding the above, the Company shall use reasonable efforts to provide Distributor with prompt written notice of any such decisions.

13 Transfer of Rights and Obligations

1. 13.1 The contract between you and us is binding on you and us and on our respective successors and assignees.
2. 13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
3. 13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14 Events Outside Our Control

1. 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
2. 14.2 A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes (without limitation) the following:

1. 14.2.1 strikes, lockouts or other industrial action.

2. 14.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. 14.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. 14.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. 14.2.5 impossibility of the use of public or private telecommunications networks.
6. 14.2.6 the acts, decrees, legislation,

regulations, or restrictions of any

government; and
14.2.7 pandemic or epidemic.
14.3 Our performance under any Contract

is deemed to be suspended for
the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15 Waiver

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause above.

16 Severability

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which

will continue to be valid to the fullest extent permitted by law.

17 Entire Agreement

17.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

17.2 We each acknowledge that, in entering into a Contract, neither of
us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently
or negligently) that is not set out in these terms and conditions or the documents referred to in them. Any changes to the specification of the Products or variations to the contract or these terms and conditions that you agree with our authorised employees

or agents will only be binding if recorded in writing and signed by a director of the company.

17.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

17.4 Nothing in this clause limits or excludes any liability for fraud.

18 Variations of These Terms and Conditions

18.1 We have the right to revise and amend the products, price lists or these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).

19 Third Party Right

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.