

# Terms and Conditions - Business Sales only

## 1. General

**1.1** This Website is owned by M&M Picture Frame Mouldings Ltd, whose registered trademark is Pinewrap®, a company registered in England (company number 3077767) with a registered office at Humber Road, Barton Upon Humber, North Lincs. DN18 5BN ("we", "us").

**1.2** You are registered with us as a business customer and these are the Terms and Conditions of sale that apply to transactions between you and us.

**1.3** By purchasing any products (the "Product(s)") and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions.

## 2. Purchase of Products

**2.1** The placing of a Product on our Website is an invitation to accept offers for such Product and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your order (whether or not the order has been confirmed and the credit card been charged).

**2.2** We will acknowledge by e-mail your order for a Product at the time you place your order. We will then notify you within 5 days of such email whether we have accepted your order. At the same time if we have accepted your order we will notify you of delivery dates.

**2.3** Any order (whether or not accepted) is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you within 14 days of acceptance of your order and give you the choice of cancelling the order and receiving a refund or of purchasing an alternative product ("Alternative Product"). If payment has been taken for the Product and you have cancelled the order we will issue a refund within 7 days of receiving notification of cancellation of the order. If you choose to purchase an Alternative Product these Terms will apply. If payment has been taken for the cancelled order we will refund to you any overpayment or take payment for any underpayment.

**2.4** In the event a Product is listed at an incorrect price due to an error, we will notify you within 14 days of accepting your order of the correct price by e-mail and we will give you the choice of either purchasing the Product at the correct price or cancelling your order. If you confirm you want to purchase the Product at the corrected price we will deliver the Product to you. If payment has been taken for the Product and you cancel your order we will, on return of the Product (if the Product has been sent out) issue a refund within 7 days of such return or notice of cancellation (where no Product has been sent out). If only some of the Products you ordered are mispriced that will not affect the order in relation to any Products which were priced correctly and we will deliver these Products to you in accordance with these Terms.

**2.5** Product described as Grade A has been "Factory Reconditioned" to the Manufacturers original specification but may be subject to cosmetic defect, which will not affect performance of the product. By agreeing to purchase Grade A product you accept the nature of the defects inherent in such Product. Grade A products are non returnable / non refundable.

## 3. Delivery

**3.1** The Products will be delivered to the address you give when you place your order however we reserve the Right not to make deliveries outside the United Kingdom.

**3.2** Orders accepted by us before 5.00pm on a working day will be processed that day and we will use reasonable endeavours to meet the requested delivery option on the Website provided no additional security checks are required and all Product is available. (A working day is any day other than weekends and bank or other public holidays).

**3.3** Risk in the Products passes to you when the Products are signed for at the delivery address stipulated in your order. We accept no responsibility for any damage or loss to the Products after risk passes.

**3.4** Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

**3.5** We will inform you as soon as possible after acceptance if we are unable to deliver the Products to you on the date specified by you and you may agree an alternative delivery period or you may cancel the order. In no event shall we be liable to you for any losses you may have for any delay in delivery and time of delivery shall not be of the essence of the contract.

**3.6** If you fail to take delivery of the Products and without prejudice to any other rights and remedies available to us, we may:

- a. store the Products until actual delivery and charge you the reasonable costs (including, without limitation, insurance) of storage;
- b. sell the Products at the best readily obtainable price and either:-
  - i. where you have not already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the Products or charge you for any shortfall below the price you agreed to pay for the Products; or
  - ii. where you have already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

## **4. Right to Cancel an Order**

**4.1** You have the right to cancel the contract at any time up to 5 working days after you receive the Products by notifying us by email to the email address provided.

**4.2** If you cancel the contract under 4.1 after the Products have been delivered to you, you must return the Products to us at the address shown within the 'Returns online' section of our Website at your own cost and risk. If you cancel the contract before the Products have been delivered to you and then you receive the Products after cancellation you must not unpack them from their packaging but must immediately send them back to us. In any event you must return the Products to us within 5 working days of notifying us of cancellation under 4.1, or if later, of receiving them. If you do not we shall charge you a sum not exceeding the direct costs of recovering the Products.

**4.3** Until you return the Products to us you must keep them in your possession and take reasonable steps to ensure they are not damaged. Provided that we receive the Products within the specified period in the same condition they were in when delivered to you then we will refund you or credit your Trade Account for the Products in question within 7 days of the receipt by us of the Products ( excluding any carriage charges ).

## **5. Title**

**5.1** The Products are at your risk from the time of despatch from our warehouse.

**5.2** Ownership of the Products shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of:

- a. the Products; and
- b. all other sums which are or which become due to us from you on any account.

**5.3** We shall be entitled to recover payment for the Products even though ownership of any of the Products has not passed from us.

**5.4** Until ownership of the Products has passed to you, you must:

- a. store the Products (at no cost to us) separately from all your other products and products of any third party in such a way that they remain readily identifiable as our property; and
- b. not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks

**5.5** Your right to possession of the Products shall terminate immediately if:

- a. you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency or we have reason to believe that any of the above are likely to occur; or

b. you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

c. you encumber or in any way change any of the Products.

**5.6** You grant to us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right of possession has terminated, to recover them. This may incur the breaking and / or damage of property to facilitate the recovery, however, any damages incurred by way of this means of entry shall not be deducted from any sums owed and we will not be held liable under any circumstances, nor in any criminal or civil court that may ensue.

## **6. Defective Goods**

**6.1** If new goods develop a defect, you should follow the Supplier's Returns procedure (see condition 12 below). In the event of a valid claim for a defect in the new goods, where clauses 8.2 or 8.3 do not apply, the Supplier will (at its option) either:

**6.1.1** replace those goods, if the Supplier has available the same goods at the same price;

**6.1.2** repair those goods; or

**6.1.3** refund or re-credit you the sum you have paid for the relevant goods within 30 days of the date that the relevant goods are returned ( excluding any carriage charges ) in accordance with the Supplier's Returns procedure (see condition 12 below).

**6.2** Wherever possible, Grade A, previously used or owned goods ("Used Goods") will be highlighted as being such on our website at the time you place your order. All Grade A and Used Goods supplied by us are sold-as-seen and non returnable / non refundable.

**6.3** The conditions 8.1 and 8.2 above do not apply and will not be held liable for any defect in the Products arising from your negligence, damage caused by you or third parties, accident, use otherwise than in accordance with its intended use, weathering, sabotage, failure to follow manufacturers or our instructions or any alteration or repair carried out without our written approval.

**6.4** If the Products are damaged on delivery, incomplete or not what you ordered, please take the relevant photographic evidence and notify us via email or the enotes section of the Website straight away and in any event within 48 hours of you becoming aware of the fault and return the Products to us within 5 days of such notification from you by following our Returns online procedure. At our option we will repair or replace the Product or refund its cost to you and reimburse your reasonable returns cost up to a maximum amount of £5. You should keep your postage receipt.

**6.5** Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the Product until full payment has been received by us for the return transport costs.

**6.6** Any Products that you return to us are returned at your own risk, therefore we strongly advise all customers to take reasonable care when returning any Products to us by ensuring the Products are correctly addressed, adequately packed and carried by a reputable carrier using a traceable delivery method.

**6.7** If you opt to exchange the Products, any additional payments required will be taken from you using the same payment method as for the original purchase made by you.. Replacement Products will not be despatched until such payment has been received.

## **7. Prices and Payment**

**7.1** The prices for the Products and delivery are as set out on the Website at the time of purchase. In addition to the price you may be required to pay a delivery charge for the Products details of which are displayed on our Website.

**7.2** You may apply to us in writing to set up a trade account which we may grant or refuse in our absolute discretion ("Trade Account"). If we agree to allow you such an account you must pay for any Products ordered by you within 30 days of date of our invoice. Time for payment is of the essence. If you do not pay on time we may (without prejudice to our other rights and remedies) suspend your account and/or withdraw the Trade Account in our absolute discretion at any time by notifying you in email.

**7.3** If you fail to pay us any sum due pursuant to the contract, you shall be liable to pay interest to us on such sum from the due date for payment interest at the rate set out under the Late Payment of Commercial Debts (Interest) Act 1998.

**7.4** Payments may also be made by credit or debit card, by BACS transfer or by cheque and we shall not despatch any Products until we receive cleared funds.

**7.5** If you pay as set out in clause 7.4, your payment will be processed by a secure connection at the time you place your order on the relevant section of the Website.

## **8. Limitation of our liability**

**8.1** Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website it is provided on an "as is" basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.

**8.2** Access to and use of this Website is at your own risk. We do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. We recommend that you take all appropriate safeguards before downloading information or images from the Website.

**8.3** In respect of any breach of clause 6 our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website, to (at our option):

- a. repairing or replacing the Products; or
- b. refunding the amount paid by you in respect of the Products purchased ( excluding any relevant carriage charges ).

**8.4** Subject to clause 8.3 and 8.5 our aggregate liability in respect of all causes of action arising out of or in connection with the Products purchased on our Website or in connection with your use of the Website (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you under these Terms and Conditions.

**8.5** We shall not be liable to you for any loss of profit; or loss of anticipated revenue; or loss of business; or any consequential or indirect loss.

**8.6** Notwithstanding anything in these Terms and Conditions we do not exclude liability for:

- a. personal injury and death caused by our negligence;
- b. fraud; or
- c. any liability under the Consumer Protection Act 1987.

**8.7** Except for any warranties expressly set out in these Terms and Conditions any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

## **9. Images**

**9.1** Product images are for illustrative purposes only and may differ from the actual product. We will not be held liable for colour mismatches due to screen resolution differences.

## **10. Links to Third Party Websites**

**10.1** The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party's website.

**10.2** You are not permitted (nor will you assist others) to set up links from your own websites to the Website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

## **11. Security**

**11.1** Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the Website.

## **12. Complaints Procedure**

**12.1** We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at the address in clause 20 . Our aim will always be to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

## **13. Intellectual Property**

**13.1** All Website, design, text and graphics belong to us. All copyright, trade marks and other intellectual property belong to us.

**13.2** You are not permitted to use the Website in any way that may infringe the intellectual property rights contained in the Website. This means that you may not adapt, reproduce, publish, upload, extract, alter, store, post, redistribute, reutilise, retransmit or broadcast, all or any of the contents of the Website including but not limited to any trade marks or copyrighted material without our express permission. However, you are permitted to download and print out pages from the Website for the sole purpose of viewing for your own personal information.

## **14. Entire Agreement**

**14.1** These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by us.

## **15. Severance**

**15.1** If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

## **16. Third Party Rights**

**16.1** A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **17. Force Majeure**

**17.1** We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms and Conditions arising from any cause beyond our reasonable control including any of the following: act of God, terrorism, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

## **18. Variation**

**18.1** We may vary these Terms and Conditions in relation to future sales from time to time by publishing new Terms and Conditions on the Website.

## **19. Law and Jurisdiction**

**19.1** These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **20. Contact Details**

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North Lincs. DN18 5BN  
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