

CONSUMER TERMS OF SALE

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Format of the Contract

1.1 These terms of sale apply to all goods supplied by M&M Picture Frame Mouldings Ltd, whose registered trademark is Pinewrap®, whose registered office is at Humber Road, Barton Upon Humber, North Lincs. DN18 5BN registered in England and Wales No. 3077767 (the "Supplier", or "we", or "our").

1.2 Any order placed by you for goods advertised on our website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion).

1.3 We will send you an order acknowledgement shortly after you place your order, notifying you that we have received your order. This acknowledgement is not notification that we have accepted your order.

1.4 If we accept your order, we will notify you by email that we have accepted it prior to dispatch of the goods. If we cannot accept your order (for example (but without limitation) because the goods are found to be unavailable) we will notify you by telephone or email.

1.5 In the event that, after we accept your order, we discover that the goods ordered are unavailable or that there was a pricing error on our website in respect of the goods ordered, we reserve the right not to supply the goods ordered and to offer you a refund or alternative goods in accordance with conditions 2.2 to 2.4 below.

1.6 The contract is subject to your right of cancellation (see condition 7 below).

1.7 We have the right to terminate the contract if the price of the goods is not received from you in cleared funds (in accordance with condition 3.1).

1.8 The Supplier may change these terms of sale without notice to you in relation to future sales.

2. Description and price of the goods

2.1 The description and price of the goods you order will be as shown on the Supplier's website at the time you place your order.

2.2 If after acceptance of your order we discover within 14 days of such acceptance that all of the goods are unavailable, we may terminate the contract and refund or re-credit you within 7 working days for any sum that has been paid by you or debited from your credit card for those goods. In these circumstances, we will inform you as soon as possible.

2.3 If within 7 days of our acceptance of your order we discover that some but not all of the goods are unavailable, we will no longer supply those unavailable goods. In these circumstances we will contact you detailing the goods that are unavailable and offer you the option of cancelling the whole order or amending your order to substitute the unavailable items with alternative goods. If you have not cancelled the order within 14 days of receipt of such notice, we will deliver the available goods in accordance with condition 4 below. We will refund or re-credit you for any sum that has been paid by you or debited from your credit card in respect of the unavailable goods or cancelled order (if you have cancelled it).

2.4 Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If within 14 days of accepting your order a pricing error is found in respect of any or all of the goods you have ordered, we will notify you as soon as possible detailing the mis-priced goods and offering you the option of:

2.4.1 placing a new order at the correct price for those goods;

2.4.2 cancelling the whole of your order; or

2.4.3 cancelling your order for the mis-priced goods and reconfirming your order for the correctly priced goods.

If, within 14 days of receipt of our notice to you, you have not responded by selecting one of the available options at conditions 2.4.1 to 2.4.3 above then:

(a) if all of the goods you have ordered are found to be mis-priced, the entire order will be cancelled automatically and the Supplier will refund or re-credit you for any sum you have paid for those goods; or

(b) if only some of the goods you have ordered are found to be mis-priced, our contract with you continues and we will deliver the correctly priced goods but we will not be obliged to supply you with the mis-priced goods. In these circumstances we will refund or re-credit you for any sum you have paid for the mis-priced goods.

2.5 To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been mis-priced and you subsequently order such goods at the correct price, these terms of sale shall apply to the order and the supply of the relevant goods, whether the order is placed through our website or otherwise.

2.6 In addition to the price, you may be required to pay a delivery charge for the goods, details of which are clearly displayed on our website at the point that you place your order.

2.7 Grade A Goods are "Factory Reconditioned" to the Manufacturers original specification. All goods supplied are 30 day high street store (30 days) returned products. With grade A stock there is always a chance that there may be a minor cosmetic mark, Considering the price however these are considered to be very minor and will not affect performance of the product. These items are sold-as-seen and non returnable / non refundable.

3. Payment

3.1 Payment for the goods and delivery charges can be made by any method shown on the Supplier's website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

3.2 There will be no delivery until cleared funds are received (with the exception of business accounts where we have agreed credit facilities with you).

3.3 Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

3.4 Payment for net 30 credit accounts are to be made in full 30 days from date of invoice to Pinewrap® Sort code: 60-14-27 account number 40049655. Payments are to be made payable to Pinewrap®. Failure to comply to credit agreement will result in suspension of credit account facility and legal action.

4. Delivery

4.1 The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the United Kingdom.

4.2 Orders placed before 5.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

4.3 If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and either (a), where you have not already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods or (b), where you have already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

4.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods (excluding carriage charges). On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.

4.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you of any delay as soon as possible and will give you the option of cancelling your order at this point.

4.7 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.

5 Risk/Title

5.1 The goods are at your risk from the time of delivery.

5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (in cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.

6. Title for Business Customers

6.1 If you are a business customer until ownership of the goods has passed to you, you must:

6.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;

6.1.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and

6.1.3 hold the proceeds of the insurance referred to in condition 6.1.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.2 If you are a business customer your right to possession of the goods shall terminate immediately if:

6.2.1 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

6.2.2 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

6.2.3 you encumber or in any way charge any of the goods.

7. Your right of cancellation

7.1 You have the right to cancel the contract at any time up to 10 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.

7.2 To exercise your right of cancellation, you must give written notice to the Supplier by e-mail, post or the enotes section of our website, giving details of the goods ordered and (where appropriate) their delivery. Verbal notification or notification by phone is not sufficient.

7.3 Except in the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for providing relevant photographic evidence and returning the goods to the Supplier at your own cost. The goods must be returned to the address shown within the Returns online section of the Supplier's website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or misdescribed goods the Supplier shall, after receiving notification in accordance with condition 8, either collect the goods from you or ask you to return the goods to the Supplier in accordance with the Supplier's Returns procedure (see condition 12 below).

7.4 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods (excluding any carriage charges).

7.5 Except in the case of faulty or misdescribed goods, if you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7.6 You do not have the right to cancel the contract if the order is for bespoke goods which has been unsealed by you, or for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods.

8. Defective Goods

8.1 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:

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

8.1.2 repair those goods; or

8.1.3 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).

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

9. Limitation of Liability

9.1 Subject to 9.2 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:

9.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

9.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;

9.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.

9.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

9.3 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

9.3.1 loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings or loss of revenue even when advised of the possibility; or

9.3.2 any indirect or consequential losses, liabilities or costs.

9.4 If you are a business customer then the aggregate liability of the Supplier (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the goods in question.

9.4 The supplier shall not be liable for claims of any nature brought on from the neglect of third parties including, but not limited to couriers, carriage and / or haulage company's.

10. Data Protection

The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

11. Images

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.

12. Returns

12.1 For all details of the Supplier's returns policy and procedures please see the section 'Returns' in the 'My Account' section of the website.

12.2 In particular, please note that any items returned to us which you claim to be faulty or incomplete are checked and verified by our technicians. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs via your original payment method. In the event that your credit card has expired, or is declined we will hold the item(s) until full payment has been made for the return carriage.

12.3 Any items that you return to us are at your own risk, therefore we strongly advise all our customers to take reasonable care when returning any items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier using a traceable method of delivery.

13. Governing Law and Jurisdiction

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

14. Price Comparison Information

The price comparison information displayed by Pinewrap® is derived from software owned by a third party. Whilst the information is understood to be correct and is provided in good faith to assist you and enhance your shopping experience Pinewrap® accepts no responsibility for inaccurate or incomplete information.

Pinewrap® does not warrant that product descriptions, pricing, editorial commentary or any other content displayed by it and derived from the price comparison software is accurate, complete, reliable, current or error-free.

Pinewrap® does not accept responsibility for the content or services of any other websites which appear within the price comparison information displayed or for any goods purchased from such websites.

The price comparison information displayed is checked daily and updated. You can check the accuracy of the data by visiting the sites referred to and should consider doing so in circumstances where price is a critical purchase factor.

Comments concerning the price comparison facility we offer should be addressed to pricecomparison@pinewrap.com