

KUTCHENHAUS TERMS AND CONDITIONS

Your attention is drawn to Our terms and conditions (Terms) below. The Contract between Us and You is subject to these Terms. Please read these Terms carefully before You submit Your Order to Us. These Terms explain who We are, how We will provide the Services and Goods, how You or We may end the Contract, and other important information.

We have tried to make these Terms as clear and easy to read as possible. However, if You do have any questions please contact Us and We will be happy to help.

Nothing in these Terms will affect Your statutory rights as a consumer.

1. Definitions

In these Terms when We use the following words they have the following meanings:

Appliances means any “white goods” such as fridges, stoves, wine coolers etc.

Contract means the contract between You and Us for the supply of Goods and Services. This is set out in clause 3.1.

Deposit means [HOW MUCH] of the Price unless We have agreed a different amount with You in Writing.

Goods means any goods supplied by Us to You under the Contract which are set out in the Order Form. When We refer to Goods this includes any Appliances in the Order Form unless We say otherwise.

Order means an order made by You for the supply of Goods and / or Services by Us which is then subject to these Terms.

Order Form means the order form setting out details of Your Order.

Price means the price of the Goods and Services. This includes delivery charges and VAT.

Property means Your address or any other address in the Order Form at which the Goods are to be delivered for installation (whether by Us in providing the Services or by You).

Services means the installation and the fitting of the Goods at the Property by Us if this forms part of the Contract. It may also include removal of any existing kitchen units and appliances from the Property if this has been agreed between Us and You.

We / Us / Our means Kutschenhaus which is a trading name of the franchised company with whom You enter into the Contract. The company details are as set out in the Contract documents.

Writing means letter (however delivered) or email.

You / Your means the person who places an Order with Us and enters into the Contract with Us.

2. Design and Measurements

2.1 We will help You to design Your perfect kitchen. Our designer will attend at Your property in order to discuss Your requirements and to take measurements. We will then provide to you a plan which

will show the layout and measurements of Your kitchen. You may then make proposed amendments to the plan and agree the final design with Us. Once the final plan has been issued to You, You must approve and authorise the same. Please refer to paragraph 2.4 below.

2.2 The plans or designs We prepare for You in are, and remain at all times, Our property. You may not copy or reproduce them at any time without Our written consent for You to do so.

2.3 If You are supplying or sourcing Appliances from elsewhere, or if You are keeping some existing Appliances in place, in order that We can ensure that these Appliances will fit with the kitchen design and measurements it is important that You provide us with the technical specifications and model numbers.

2.4 You are wholly responsible for ensuring that the design plans are correct and by signing off the same You accept this as the final design and measurements. Your kitchen will be made specifically to these measurements. It is important that the details of any Appliances in clause 2.3 are correct and that You do not change these, or otherwise alter the layout and design of Your kitchen space, in any way. We will not be able to accept the return of any of Goods if the measurements prove to be inaccurate as a result of any subsequent changes You make to the Appliances, or to the room. If We cannot carry out the Services as a result, We will not be responsible and We may terminate the Contract in which event the provisions of clauses 9.1 and 9.2 will apply.

3. Our Contract with You

3.1 A Contract will only be formed with You once:

- (a) You have signed the Order Form and submitted it to Us; and
- (b) You have paid Us the Deposit.

3.2 If We are unable to accept Your Order We shall notify You in Writing as soon as reasonably possible. If this happens, We will refund You the Deposit paid within [seven] days.

3.3 Once a contract has been entered into between You and Us, We will order Your Goods from Our manufacturers in Germany. Please note that the Goods (excluding any Appliances) that comprise Your Order are made bespoke to Your specifications and design and We will begin to incur expenses with the manufacturers as a result. Please note that it will take up to twelve weeks from the date of the Contract for the Goods to be supplied from Germany.

3.4 Any images of the Goods on Our website or in any literature We provide are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the colours accurately reflects the colour of the Goods and as such the Goods may vary slightly from those images.

3.5 You should note that where Goods comprise natural products, the look, texture and finish of the Goods may vary. In particular, granite may be subject to changes in colour due to its natural properties and painted goods may experience colouration differences from the colour swatch to the final finish.

4. Making changes to the Contract

4.1 After a Contract has been entered into, You may ask Us to make changes to the Goods You have Ordered. If You wish to do this, You should contact Us as soon as possible. We cannot guarantee that We can accept Your requested changes, but if We are able to accept them, We will let You know about any changes to the Price or the timing of the delivery of the Goods and / or Services and ask You to

confirm whether or not You want to go ahead with the change. If We cannot make the changes You request or the consequences of doing so are not acceptable to You, You may consider ending the Contract in which case clause 8.5 will apply which means We will be able to claim payment from You for the losses We incur as a result.

4.2 We will not make any changes to the Goods after a Contract has been entered into unless this is necessary because of a change in design or materials by Our manufacturers in Germany. If this happens We will let you know. If the changes are minor, an update on design or improve the Goods You cannot end the Contract because of this, but if the changes are material You can terminate the Contract in which case please see clause 8.4.

5. If We require further information from You

If We need further information from You to enable Us to fulfil the Contract, We will contact You to ask for this information. If You do not, within a reasonable time of Us asking for it, provide Us with this information, or You provide Us with incomplete or incorrect information, We may either end the Contract (in which case please see clauses 9.1 and 9.2) or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. We will not be responsible for providing the Goods or Services late, or not providing any part of them, if this is caused by You not giving Us the information We need within a reasonable time of Us asking for it.

6. Delivery of Goods and providing the Services

6.1 The cost of delivery of the Goods is included in the Price.

6.2 If the Contract only provides for Us to supply Goods, and not any Services, We will deliver the Goods as soon as We can do so. We will contact You within 30 days of the date the Contract is entered into to agree a date for delivery with You which will likely be around three months from the date of the contract.

6.3 You have legal rights if We deliver any Goods late. If we miss the delivery deadline date for any Goods then You may treat the Contract as at an end straight away if either:

- (a) We have refused to deliver the Goods; or
- (b) delivery within the delivery deadline date was essential (taking into account all relevant circumstances).

6.4 If You do not wish to treat the Contract as at an end straight away as a result of late delivery, or do not have the right to do so under Clause 6.3, You can give Us a new deadline for delivery. This new deadline date must be reasonable given all circumstances. You can treat the Contract as at an end if We then do not meet the new deadline.

6.5 Goods will be Your responsibility from the time We deliver the Goods to the Property.

6.6 You will own the Goods once We have received payment in full. Until We have received full payment We continue to own the Goods.

6.7 If the Contract is for the delivery of Goods and also for Us to perform the Services, We will contact You within 30 days of the date the Contract is entered into to agree a date for the Services to commence with You which will likely be around three months from the date of the contract. We will also let You know at this time how long We expect it will take for Us to complete the Services.

6.8 If the delivery of the Goods and / or the performance of the Services is affected by an event outside Our control then We will contact You as soon as possible to let You know and We will take all steps We reasonably can to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event outside Our control and We will not accept cancellation of the Contract although if there is a risk of substantial delay You may contact Us to end the contract in which case please see clause 8.4.

6.9 If You are not available to accept delivery of the Goods on the date agreed with You, or if the Contract is for Us to provide the Services to You at Your Property and You do not allow Us access to Your Property as arranged on that date (and You do not have a good reason for this), We will charge You the additional reasonable costs incurred by Us as a result which will include any charges made to Us by our distribution partners.

6.10 If, despite Our reasonable efforts, We are unable to contact You, or to agree a new delivery date or re-arrange access to Your Property to begin the Services, We may end the Contract and clauses 9.1 and 9.2 will apply.

6.11 You are responsible for ensuring that adequate access is available to the Property to enable Us to deliver the Goods and for providing a safe means of access from the public highway to the Property. We may charge You additional costs incurred by Us should adequate and safe access not be possible, and if this should mean that We are unable to deliver the Goods fully or at all, despite Our reasonable efforts, We may end the Contract and clauses 9.1 and 9.2 will apply.

6.12 If We have agreed with you in the Contract that as part of the Services We are to remove any existing kitchen units or Appliances from the Property, We give no guarantee that the items removed will be in good or usable condition after completion of the removal works and accept no liability or responsibility for any damage caused to these items. We recommend that if You wish to reuse any existing items or Appliances that the removal is undertaken by You before the agreed date for delivery and beginning the Services. It is Your responsibility to ensure that the items and Appliances are removed, and the area of the Property in which the installation is to be carried out under the Services is clear, by the date agreed for the commencement of the Services. Please note the contents of clause 6.19.

6.13 if the Contract includes that We will undertake the Services, it is Your responsibility to ensure that:

- (a) sufficient space is available to enable Us to carry out the Services;
- (b) adequate electricity power supplies are provided;
- (c) We have safe, clear and unobstructed access to both inside and outside the Property during the period in which the Services are to be undertaken.

6.14 Whilst We will perform the Services in line with Our duty to do so with reasonable skill and care, We cannot guarantee that superficial damage will not be caused to wallpaper, paintwork, and other items of décor in the immediate vicinity. The repair of any damage or replacement of any items will be Your responsibility.

6.15 In the event that We have agreed with You in the Contract that the Services includes removal of existing kitchen units and appliances by Us, should We find having done so that additional time will be required, or additional work must be carried out to ensure that the Property is suitable and safe for the installation of the new Goods, We shall advise You of the same as soon as it is reasonably practicable to do so. If the work is such that a significant amount of extra time will be required, then We reserve the right to charge for such additional works and to increase the Price accordingly. We

shall attempt to agree the increase in the Price with You in advance but in the event that We are unable to do so the increase will be at Our discretion provided always that any increase will be wholly reasonable under all the circumstances and at Our standard charges.

6.16 We will make good any damage to the Property caused as a result of Our negligence but in the event that such damage is as a result of any inherent defect in the Property, its construction, or make-up, We shall not be liable for any repair or mend of the same, although We may at Our sole and absolute discretion agree to do so (if so instructed and agreed by You), upon receipt of payment for the same. In such an instance, such increase in payment shall constitute an increase in the Price.

6.17 You should ensure that all possible obstructions including, but not limited to, curtains, blinds, ornaments, and other personal interior and exterior possessions and effects within the immediate vicinity of where the Services are to be carried out are removed. We do not accept any responsibility for any damage caused to such personal possessions and effects where You have not done this unless such damage shall be caused as a result of Our negligence.

6.18 If We have not agreed with You in the Contract that We will remove existing kitchen units and Appliances, it is Your responsibility to ensure that these are all removed before We attend on the date agreed with You to begin to undertake the Services (please note however the content of clause 6.19). If You do not do so, this will mean that we incur additional work and time for Us to remove these items. We reserve the right to charge for such additional works and to increase the Price accordingly. We shall attempt to agree the increase in the Price with You in advance but in the event that We are unable to do so the increase will be at Our discretion provided always that any increase will be wholly reasonable under all the circumstances and at Our standard charges.

6.19 We recommend that where You are to remove Your existing kitchen units and Appliances Yourself, You do not do so until We have contacted You to agree a date for Us to attend to undertake the Services and to fit Your new kitchen and that items and equipment You need are not removed before the date We are to attend. We will not be liable if You fail to do this and are left without kitchen units, appliances, or equipment as a result.

6.20 We may suspend the provision of the Goods and / or Services if You do not pay. If You do not pay us for the Goods or the Services when You are supposed to (please see clause 7.2) and You still do not make payment within 7 days of Us reminding You that payment is due, We may suspend supply of the Goods and / or Services until You have paid Us the outstanding amounts. We will contact You to tell You this. We can also charge You interest on Your overdue payments (please see clause 7.4).

6.21 We may subcontract the provision of the Services to a third party contractor but We will be responsible for this third party's actions and work undertaken.

7. Price and payment

7.1 You agree to pay to Us the Price set out in the Order and the Contract, together with any subsequently agreed variations (please see clause 4) or additions (please see clauses 6.9, 6.11, 6.15, 6.16 and 6.18).

7.2 In accordance with clause 3.1, Your Deposit must be paid to Us before the Contract is entered into. You then agree to pay the balance of the Price before We order the Goods from our supplier in Germany. We will endeavour to let You know as much in advance of the date We will require the balance of the Price to be paid. Please note that We will not order the Goods until We have payment

of the Price in full and We will not be responsible for providing the Goods or Services late if this is caused by You not making full payment of the Price within the time or on the date We give to You.

8. Your rights to end the Contract

8.1 If We enter into the Contract with You either away from our showroom premises or by email, You have a 14 day cooling off period which begins from the day after the date the Contract was entered into (Cancellation Period). The Contract will be entered into when We confirm acceptance of the Order in line with the provisions in clause 3.1. Please note that this 14-day cooling off period does not apply when You enter into the Contract with Us at our premises.

8.2 If You decide to cancel the Contract during the Cancellation Period (as set out in clause 8.1) then You must inform Us of Your decision to do so by:

- (a) Emailing us at [EMAIL ADDRESS];
- (b) By telephone on [NUMBER];
- (c) In a letter addressed to Us at Our address given in the Contract details;
- (d) completing and sending to Us the model cancellation form which can be printed from Our website [ADDRESS]

Whichever option You chose, You should always include Your name and Your address.

8.3 If You cancel the Contract under the provisions of paragraphs 8.1 and 8.2, We will refund to You the Deposit paid and any other money You may have paid within fourteen days.

8.4 You can cancel the Contract if either of the following apply at any time:

- (a) there is a risk that supply of the Goods and / or Services may be significantly delayed because of events outside Our control (please see clause 6.8). Please note however that We will not agree to a cancellation where the same is due to an event outside Our control where the delay is not significant given all the circumstances; or
- (b) We have notified You of a material change which You do not accept (please see clause 4.2); or
- (c) You have a legal right to end the Contract because of something We have done wrong (including because we have delivered late (please see clauses 6.3 and 6.4).

8.5 If clauses 8.1 or 8.4 do not apply, You are still entitled to end the Contract before it is completed, but You will have to pay Us compensation. If you want to end the Contract before it is completed where We are not at fault the Contract will end immediately and we will charge You reasonable compensation for the net costs and losses We incur as a result of Your ending the Contract. This will mean that We may retain the Deposit but it is likely that our net costs and losses will exceed the amount of the Deposit and We will be entitled to claim the difference from You.

9. Our rights to end the Contract

9.1 We may end the Contract if You break it, which will be if:

- (a) You do not make any payment to Us when it is due and You still do not make payment within 7 days of Us reminding You that payment is due;
- (b) You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary (please see clause 5);
- (c) You do not, within a reasonable time, allow Us to deliver the Goods to You (please see clause 6.10);
- (d) You do not, within a reasonable time, allow Us access to Your Property to supply the Services (please see clause 6.11); or
- (e) The measurements you supply or confirm to Us under clause 2.5 are inaccurate such that We are unable to properly fulfil and complete the Services.

9.2 If We end the Contract in the situations set out in Clause 9.1 We are entitled to reasonable compensation from You for the net costs and losses We will incur as a result of Your breaking the contract.

10. Our legal obligations

10.1 We are under a legal duty to supply Goods and Services that are in conformity with the Contract. We will ensure that:

- (a) the Goods supplied to You are as described, fit for purpose and of satisfactory quality; and
- (b) The Services We provide are carried out with reasonable care and skill.

10.2 We warrant to You that the Goods (excluding Appliances) will not have a manufacturing defect for ten years from the date they are delivered to You. This does not apply however:

- (a) to defects or damage caused as a result of your, or anyone else's, deliberate or negligent act causing damage to the Goods or part of the Goods or as a result of misuse; or
- (b) where the Goods comprise lighting or electrical items, sinks or taps which have a two-year warranty.

10.3 If under the Contract We are to supply Appliances, You should ensure that You take out the free manufacturer's warranty.

10.4 Where We provide the Services to You as part of the Contract, we warrant the installation work undertaken for twelve months from the date of completion of the Services.

10.5 Nothing in these Terms affects Your legal rights.

10.6 If You have a problem with either the Goods or the Services, We ask that You contact Us in the first instance and We will endeavour to work with You to resolve any problems.

11. Our responsibility for loss or damage suffered by You

11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking the Contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You discussed it with Us before or at the time the Contract was entered into.

11.2 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights including the right to receive Goods which are as described, of satisfactory quality, supplied with reasonable skill and care and, where installed by us, correctly installed, and for defective products under the Consumer Protection Act 1987.

11.3 We only supply the Goods and Services for domestic and private use. If You use the Goods for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. Personal Information

12.1 We will use Your personal data purely on the basis and for the purpose of fulfilling the Contract with You. We will retain Your personal data for a period of six years and thereafter it will be destroyed.

12.2 We will share your personal data with Kutchenhaus Limited for the purposes of processing your order and for supplying Goods.

13. Other important terms

13.1 We may transfer Our rights and obligations under these Terms to another organisation. We will always tell You in Writing if this happens and We will ensure that the transfer will not affect Your rights under the Contract.

13.2 The Contract is between You and Us. No other person shall have any rights to enforce any of its Terms.

13.3 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13.4 If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking the Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

13.5 These Terms are governed by English law.

13.6 You or We can bring legal proceedings in respect of the Contract in the English courts. If You live in Scotland You can bring legal proceedings in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in either the Northern Irish or the English courts.