

**PLEASE NOTE, THESE TERMS APPLY TO RETAIL (CONSUMER) SALES ONLY.
IF YOU ARE A BUSINESS CUSTOMER, SEPARATE TERMS WILL APPLY.**

M.K.M. BUILDING SUPPLIES LIMITED

TERMS OF SUPPLY FOR KITCHEN SALES (IN-STORE RETAIL CUSTOMERS)

What these Terms cover. These terms and condition (together with the documents referred to) are the terms and conditions (**Terms**) on which we supply any kitchen goods/products (**Products**) and any related services (**Services**) to you.

Why you should read them. Please read these Terms carefully before you submit your Order to us. These Terms tell you who we are, how we will provide Products and Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss this.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 **Who we are.** We are MKM Building Supplies Limited or the relevant MKM branch company from whom you purchase any Products and Services, details of which are listed on our website (<https://www.mkmbbs.co.uk/about-us/about-mkm/>) and will be stated on your Order documentation, including registered office and trading addresses, and relevant VAT number.

1.2 **How to contact us.** You can contact us by telephoning our customer service team or by writing to us at the relevant MKM branch address, details of which are listed on our website (<https://www.mkmbbs.co.uk/about-us/about-mkm/>).

1.3 **How we may contact you.** If we have to contact you or give you notice in writing, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

1.4 **Definitions.** In these Terms we use certain expressions, which have the meanings given to them in clause 20 below.

1.5 **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

2. OUR CONTRACT WITH YOU

- 2.1 **What these Terms cover.** These are the terms and conditions on which we will supply Products and any related Services to you in relation to MKM's kitchen design and supply service, and any kitchen-related offerings from time to time.
- 2.2 **How to place your Order.** Please ensure that you read these Terms carefully, and check that all details are complete and accurate, before signing a written 'Order Specification' document (referred to in these Terms as the **Order**) in-store at your MKM branch (see clause 1.1 above) to place your Order for Products and any related Services which we have agreed to provide to you. If you think that there is a mistake or you require any changes to your Order, then please contact us to discuss. We will confirm any changes in writing to avoid any confusion between us.
- 2.3 **How we accept your Order.** When you sign an Order, this does not mean we have accepted your Order. These Terms will become binding on you and us when we confirm in writing that we have processed your Order, at which point a contract (referred to in these Terms as the **Contract**) will come into existence between you and us.
- 2.4 **If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Products or Services concerned. This might be because Products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of Products or because we are unable to meet a delivery deadline you have specified. We will contact you promptly in such an event, to discuss how you would like to proceed in these circumstances, which may include us:
- (a) (for out of stock items) ordering the Products into your chosen MKM branch or another MKM branch within the network (in which case you accept there may be a delay in delivery to you); or
 - (b) offering you suitable alternative stock, either at the same price or at a different price; or
 - (c) cancelling your Order and processing a refund to you for the price you paid for the Products.

- 2.5 **Your Order number.** Please quote the Order number in all subsequent correspondence with us relating to the Contract or your Order.
- 2.6 **We only sell to the UK.** Our brochure and website are solely for the promotion of our Products in the UK. Whilst prices may be displayed in them, you cannot place an Order in relation to an MKM kitchen and related service offerings on our website or over the telephone. We do not accept Orders from or deliver to addresses outside the UK.
- 2.7 **We do not provide installation services.** Please note that except where we agree in writing to provide specific Services to you (for example we may agree to manufacture and install made-to-measure kitchen worktops for you, if specified in the Order), we do not provide a “cut-to-size” or fitting/installation service in relation to our Products, nor do we provide or arrange any associated tradesman-type services which you may require for your kitchen project. You will therefore need to engage the services of an independent kitchen fitter/installer if required. Please note that we are not responsible for the work of any independent tradesman, or for any services which we do not provide ourselves. Your attention is also drawn to clause 8.17 regarding the need for specialist or technical services which you may require where we provide any Services to you.

3. **OUR PRODUCTS**

- 3.1 **Products may vary slightly from their pictures.** The images of our kitchens and associated Products on our website and in our advertisements and catalogues are for illustrative purposes only. Although we have made every effort to display the colours, detailing and finishes accurately, we cannot guarantee that the printed pictures accurately reflect the colour, detailing or finish of the Products. Your Products (and their packaging) may vary slightly from those images. Although we have made every effort to be as accurate as possible, all colours, sizes, weights, capacities, specifications, dimensions and measurements specified on our website, in our catalogue or brochure or by our staff are for guidance only and may be slightly different to those stated. If you are concerned about the precise colour, size, weight, capacity, specification, dimension or measurement of any Products, please contact us prior to placing an Order and/or purchasing those Products.

- 3.2 **Product packaging may vary.** The packaging of Products may vary from that shown in images in our catalogue, brochure or website.
- 3.3 **Specifications, samples and displays are intended as a general guide only.** Although we have made every effort to be as accurate as possible, all colours, sizes, weights, capacities, dimensions and measurements of Products are subject to minor tolerances.
- 3.4 **Using your specification, design or measurements.** If we are making a Product to your specification or based upon your measurements, you must supply us with such specification or measurements at the time of placing your Order. You are responsible for ensuring that your specification (including the design details and drawings supplied) and all measurements are correct, as we will use these for manufacturing purposes. You can find information and tips on how to measure by contacting us. You must also ensure that you have the necessary rights to use any design or specification provided to us.
- 3.5 **Specification of Products and Services.** Except where clause 3.4 applies, our Products and Services are supplied in accordance with our own specification, details of which will be supplied to you in writing before you place your Order. You should read the specification (and all accompanying notes) carefully before you submit your Order to us, and if you think that there is a mistake or require any changes, please contact us to discuss before placing your Order.

4. YOUR RIGHT TO MAKE CHANGES

- 4.1 **If you wish to make a change.** If you wish to make a change to any Product or Services you have Ordered please contact us. We will let you know if the change is possible. You will usually be able to make a change to your Order for Products at any time up to 2 weeks before we despatch them, except in the case of Products which are made specifically to your requirements (for example, made-to-measure worktops and built units).
- 4.2 **Effects of your change.** Where changes are possible, we will let you know about any changes to the price of the Products or Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHT TO MAKE CHANGES

5.1 **Minor changes to the Products.** We may change the Product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor adjustments and improvements.

These changes will not affect your use of the Product, but we will (unless the changes are very minor) notify you in writing at the time of supply which changes have been made, and where necessary explain why they were necessary.

5.2 **More significant changes to the Products.** In addition, we may occasionally in certain cases have to make more significant changes to the Product. If we do so, we will notify you in advance, and you may then contact us to end the Contract and receive a full refund before the changes take effect.

6. ESTIMATES, QUOTATIONS AND SURVEYS

6.1 **Estimates indicative.** If we give you an estimate, this is indicative only of the Products and/or Services contained in it (including quantities and prices), and is not capable of acceptance by you.

6.2 **Quotations & Surveys.** In some instances (for example if you ask us to) we may give you a quotation without producing a Kitchen Design Plan or carrying out a Survey, but we recommend that a Survey is carried out in order to confirm your requirements. If we carry out a Survey, you must bring to our attention anything in your kitchen project which affects the Products and/or Services which you require.

6.3 **Validity of quotations.** Our quotations are only valid for the period of time specified in the quotation (or if no period is specified, for 14 days from the date of the quotation). If you do not accept a quotation by placing an Order within this period, the quotation will become invalid (so you will not then be able to accept it) unless we agree with you otherwise in writing.

6.4 **When we charge for Surveys.** We will not (unless otherwise agreed in writing with you) charge you a fee for undertaking an initial Survey at your property. If we are unable to carry out a full inspection during the Survey visit agreed with

you, we may need to carry out a second Survey. Where that second Survey is required due to any cause which is not our fault (for example, because we cannot gain access to your property during the initial Survey visit, or if your building works were not complete at that time) then we reserve the right to charge a fee (at our usual rates for this work at the relevant time) for the second Survey.

6.5 Updating your quotation following Survey. Amendments to your Order and/or quotation (including Products, Services, prices and/or delivery dates) may be required as a result of any Survey, and where this is the case we will provide you with a new or updated quotation taking the results of the Survey into account. If you do not accept the new or updated quotation, we will cancel your Order and you will receive a refund of the price already paid (if any), except for any second Survey fees (where these are chargeable as described in clause 6.4) and the price of any made-to-measure Products which you have already Ordered (subject to clause 6.6).

6.6 Inaccurate measurements by you. Please make sure any measurements you supply to us are correct and accurate. Unfortunately, we cannot accept the return of any made-to-measure Products if the reason for the return is because you provided us with incorrect measurements, unless the Products are faulty or not as described, or we failed to exercise reasonable skill and care (for example during any Survey provided).

7. KITCHEN DESIGN PLANS

7.1 Purpose & limits of a Kitchen Design Plan. Where we produce a Kitchen Design Plan for you, this is for the sole purpose of providing you with a price estimate or a quotation and is intended for illustration purposes only. Such a plan is based upon a basic physical inspection or measurement obtained via a Survey, or is based upon measurements and information you have provided to us, and is not suitable for use for architectural, building or other purposes. We will not be liable for the accuracy and suitability of the Kitchen Design Plan and you should not rely on it. We recommend that you have a Survey, whether carried out by us or a third party, before carrying out any installation work or otherwise relying on the Kitchen Design Plan.

7.2 **Ownership and use of a Kitchen Design Plan.** All Kitchen Design Plans we produce for you (and all intellectual property rights (including copyright) in the Kitchen Design Plan) will be owned by us, and you may use them only in connection with an estimate, quotation or Order for Products and/or Services from us, and/or for us to provide Services to you. In particular, you are not permitted to use any Kitchen Design Plan we provide in your dealings with other kitchen suppliers.

8. DELIVERY/PROVIDING THE PRODUCTS & SERVICES

8.1 **Delivery costs.** We offer a free local delivery on the majority of Product orders, but free delivery is not always available. If you require us to deliver your Products, we will confirm whether any delivery charge applies, and the amount of this charge, during the Order process.

8.2 **When we will provide the Products.** During the Order process, we will let you know when we will provide the Products to you. Where we arrange to deliver Products to you, delivery will be within 30 days after the date we have agreed to fulfil your Order (under clause 2.3 above), or such shorter or longer period which we agree with you at that time.

8.3 **Collection by you.** If you choose to collect Products from us (at your MKM branch), you must take the Order document with you as proof of payment. The MKM branch is under no obligation to release the Products to you if you do not have your Order or if you are unable to provide the credit or debit card that was used in connection with the Order. You can collect from us at any time during our working hours for that branch (which are usually 7.30am to 5.30pm on weekdays (excluding public holidays) and between 7.30am to 12 noon on Saturdays).

8.4 **If you are not at home when Products are delivered.** If no one is available at your address to take delivery (and the Products cannot be posted through your letterbox), we will leave you a note informing you of how to rearrange delivery or collect the Products from us at your MKM branch.

8.5 **If you do not re-arrange delivery.** If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from us at your MKM branch, we will contact you for further

instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and clause 10.2 will apply.

- 8.6 **When we will provide any Services.** If we are providing any Services to you, we will aim to begin the Services on the date agreed with you during the Order process. The estimated completion date for Services will be as advised to you during the Order process.
- 8.7 **Our requirements to provide Services.** We will require you to provide us with certain information and arrange certain things to enable us to provide any Services at your property which are part of your Order. We will contact you about this and provide details to you in writing. These will include you collecting or taking delivery of the Products; being present at (and providing us and our equipment access to) your property at the scheduled time on works date(s); clearing the area where the Services are to be provided, identifying and obtaining all necessary permissions, consents and approvals required for the Services before they start; and taking any other action which we specify to you to ensure that we can provide the Services on estimated works date(s). We will also require access to mains electricity (if connected at your property). If you do not meet any of these requirements (and you do not have a good reason for this) and this affects the provision of our Services, we may charge you additional costs incurred by us as a result, and we will also not be responsible for any resulting delays. If, despite our reasonable efforts, we are unable to provide the Services due to your fault then we may end the Contract and clause 10.2 will apply.
- 8.8 **We are not responsible for delays outside our control.** If our supply of Products or Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Products you have paid for but not received.

- 8.9 **Your legal rights if we deliver late.** You have legal rights if we deliver any Products late. If we miss the delivery deadline for any Products then you may treat the Contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the Products;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your Order that delivery within the delivery deadline was essential.
- 8.10 **Setting a new deadline for delivery.** If you do not wish to treat the Contract as at an end straight away, or do not have the right to do so under clause 8.9, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.
- 8.11 **Ending the Contract for late delivery.** If you do choose to treat the Contract as at an end for late delivery under clause 8.9 or clause 8.10, you can cancel your Order for any of the Products or reject Products that have been delivered. If you wish, you can reject or cancel the Order for some of those Products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and their delivery. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. Please contact us at your MKM branch if you wish to arrange collection by us.
- 8.12 **When you become responsible for the Product.** The Product will be your responsibility from the time we deliver the Product to the address you gave us or you (or a carrier organised by you) collects it from us.
- 8.13 **When you own the Product.** You own a Product once we have received payment in full for it.
- 8.14 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply Products to you. If so, we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 10.2 will apply) 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 supplying the Products late or not supplying any part of them or for not providing any Services if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.15 Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Product as requested by you or notified by us to you (see clause 5).

8.16 Your rights if we suspend the supply of Products. We will contact you in advance to tell you we will be suspending supply of the Product for technical reasons, unless the problem is urgent or an emergency. If we have to suspend the Product for longer than 3 weeks, we will adjust the price by an appropriate amount so that you do not pay for Products while they are suspended. You may contact us to end the Contract for a Product if we suspend it, or tell you we are going to suspend it, for a period of more than 3 weeks and in these circumstances we will refund any sums you have paid in advance for the Product in respect of the period after you end the Contract.

8.17 Reasons we may suspend the Services. We may have to suspend the Services if we are presented with unplanned health & safety issues, technical problems, or where other construction, tradesman or specialist works or services (**Ancillary Works**) are required in order for us to complete our Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency, and you will need to arrange for these Ancillary Works to be completed by an appropriate third party first, to our reasonable satisfaction (and at your own cost, unless we are at fault). You do not have to pay for our Services while they are suspended under this clause 8.17 but this does not affect your obligation to pay for any invoices we have already sent you. If you do not agree to have the Ancillary Works completed, we may either end the Contract (and clause 10.2 will apply) or make an

additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

8.18 **We may also suspend supply if you do not pay.** If you do not pay us for the Products or Services when you are supposed to (see clause 12.6) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Products and provision of any Services until you have paid us the outstanding amounts. We will contact you to tell you we are doing this. We will not suspend the supply of the Products or provision of any Services where you have notified us that you dispute our unpaid invoice (see clause 12.7) whilst we are looking into your dispute.

8.19 **No removal of Waste.** Except where we are agree in writing with you otherwise, the Services do not include the removal of any waste and you will be responsible for its removal and safe disposal.

8.20 **Ownership of Intellectual Property.** Except where we are agree in writing with you otherwise, we will own the copyright, design right and all other intellectual property rights in the product of our Services (and in all Products) and any drafts, drawings or illustrations we make for you in connection with the Services (or Products).

9. YOUR RIGHTS TO END THE CONTRACT

9.1 **You can always end the Contract for the supply of a Product before it has been completed.** You may contact us to end your Contract for a Product at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a Product is faulty or mis-described (see clause 11, "If there is a problem with the Products").

9.2 **What happens if you have a good reason for ending the Contract.** If you are ending a Contract for a reason set out at (a) to (e) below the Contract will end immediately and we will refund you in full for any Products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an upcoming change to the Product or these terms which you do not agree to (see clause 5.2);

- (b) we have told you about an error in the price or description of the Product you have Ordered and you do not wish to proceed (see clause 2.4);
- (c) there is a risk that supply of the Products may be significantly delayed because of events outside our control (see clause 8.8);
- (d) we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 weeks (see clause 8.16); or
- (e) you have a legal right to end the Contract because of something we have done wrong (but see clauses 8.9 – 8.11 in relation to your rights to end the Contract if we deliver late).

9.3 **What happens if you end the Contract without a good reason.** If you are not ending the Contract for one of the reasons set out in clause 9.2, then the Contract will end immediately and we will refund any sums paid by you for Products and Services not provided, but we may deduct from that refund (or, if the amount you have paid in advance is insufficient, charge you an additional sum to cover) reasonable compensation for the net costs we will incur as a result of you ending the Contract, including our lost profit under the Contract. You should note that any Products which are made specifically to your requirements (such as made-to-measure worktops and built units) are unlikely to be capable of resale to anyone else and you will be charged if manufacture of such items has been started (whether or not they have been delivered or collected by you).

9.4 **Returning Products after ending the Contract.** If you end the Contract after Products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the Contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the Contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the Contract if you break it. We may end the Contract for a Product at any time by writing to you 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 we request in writing from you which is necessary for us to provide the Products (see clause 8.14);
- (c) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us (see clause 8.5);
- (d) if, despite our reasonable efforts, due to your fault we are unable to provide the Services (see clause 8.7); or
- (e) if you do not agree to have any necessary Ancillary Works completed (see clause 8.17).

10.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 10.1, we will refund any sums paid by you for Products and Services not provided, but we may deduct from that refund (or, if the amount you have paid in advance is insufficient, charge you and additional sum to cover) reasonable compensation for the net costs we will incur as a result of your breaking the Contract, including our lost profit under the Contract. You should note that any Products which are made specifically to your requirements (such as made-to-measure worktops and built units) are unlikely to be capable of resale to anyone else and you will be charged if manufacture of such items has been started (whether or not they have been delivered or collected by you).

10.3 We will not make good your property if we end the Contract. We will not be responsible for 'making good' any damage or disruption caused to your property prior to cancellation, or for putting the property where the Services are to be provided back in the condition it was in prior to us providing the Services, unless we have agreed to do so or we have failed to exercise reasonable skill and care. We will however try to limit the amount of damage and disruption caused to you and your property.

10.4 **We may withdraw the Products.** We may write to you to let you know that we are going to stop providing the Products. We will let you know at least 1 month in advance of our stopping the supply of the Product and will refund any sums you have paid in advance for Products which will not be provided.

11. IF THERE IS A PROBLEM WITH A PRODUCT

11.1 **How to tell us about problems.** If you have any questions or complaints about a Product, please contact us. You can telephone our customer service team or email us at your MKM branch using the contact details referred to in clause 1.2 above, or write to us at our address referred to in clause 1.1 above. Alternatively, please speak to one of our staff in-store at your MKM branch.

11.2 **Summary of your legal rights.** We are under a legal duty to supply Products that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Product. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your Product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

11.3 **Your obligation to return rejected Products.** If you wish to exercise your legal rights to reject Products, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services or email us at your MKM branch, (see clause 1.2) to arrange collection.

12. PRICE AND PAYMENT

12.1 **Where to find the price for the Product & Services.** The price of the Products and Services (which includes VAT) will be the price set out in the Order, or if no price is set out in the Order the price(s) in our standard price list in force at the time you place your Order will apply. We use our best efforts to ensure that the price of Products and Services advised to you is correct. However please see clause 12.5 for what happens if we discover an error in the price of the any Product or Service you Order.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Order date and the date we supply your Products or Services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

12.3 **Our prices do not include the price of delivery** (if any) charged in accordance with clause 8.1 above.

12.4 **Prices for our Products may change from time to time**, but changes will not affect any Order which we have already accepted under clause 2.3.

12.5 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Products or Services we sell may be incorrectly priced. We will normally check prices as part of our Order processing or despatch procedures so that, where the correct price is less than our stated price, we will charge the lower amount when dispatching the Products to you. If the Products' correct price is higher than the price stated, we will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products and/or Services to you at the incorrect (lower) price.

- 12.6 **When you must pay and how you must pay.** We accept payment by credit or debit card. We accept payment with Visa, Visa Debit, Visa Delta, MasterCard, MasterCard Debit and Maestro cards and any other cards referred to on our website or which are specified in-store. You must pay for the Products (and all applicable delivery charges) before we dispatch them. For Services, unless we agree otherwise with you, you must make full payment of the price of the Services before we start providing them. We will provide you with an invoice against each payment.
- 12.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
- 12.8 **We can suspend our obligations if you pay late.** If you do not pay us for any Products and/or Services when you are supposed to, we may suspend the Services and any deliveries of Products with immediate effect until you have paid us the outstanding amounts (except where you have disputed our invoice in good faith). Where relevant, we will notify you to tell you this.
- 12.9 **Promotional & Offer prices.** Any promotional or offer prices made available for Products or Services will apply only within the scope and period of the promotion or offer concerned, and are subject to any applicable terms and conditions (and restrictions or limits) stated. To take advantage of promotional/offer prices, you must quote the relevant promotion code at the time of your Order.

13. MANUFACTURER GUARANTEES/WARRANTIES

- 13.1 **Terms of Manufacturer Guarantee/Warranty.** Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's written guarantee provided with the Products.
- 13.2 **Legal rights not affected.** A manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14. OUR WARRANTY FOR PRODUCTS

- 14.1 **Our warranty.** We guarantee that all Products supplied will be of satisfactory quality and reasonably fit for all the purposes for which the Products of the kind are commonly supplied. However, this warranty does not apply in the circumstances described in clause 14.2.
- 14.2 **Warranty exclusions.** The warranty in clause 14.1 does not apply to any defect in the Products arising from:
- (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - (c) if you fail to operate or use the Products in accordance with the user instructions; or
 - (d) any alteration or repair by you or a third party who is not one of our authorised repairers.
- 14.3 **Legal rights not affected.** As a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 15.1 **We are responsible to you for foreseeable loss and damage caused by us.** 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 this 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 during the sales process.
- 15.2 **When we are liable for damage to your property.** If we are installing the Products or providing other Services in your property, we will make good any damage to your property caused by us while doing so (except where clause 10.3 applies). However, we are not responsible for the cost of repairing any

pre-existing faults or damage to your property that we discover while providing the Services.

15.3 What we are not responsible for. Except where we agree in writing with you otherwise, or except where this is caused by our negligence (or the negligence of any of our sub-contractors), the Services do not include, and we shall not be responsible for, the correction of:

- (a) faults or failures in water, electricity, gas, drainage or other services to your property, or relevant connections to your property; or
- (b) accidental or wilful damage or defective works caused by other persons in relation to your property.

15.4 We are not liable for business losses. We only supply the Products to you under these Terms for domestic and private use. If you use the Products 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.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the Products and any Services to you;
- (b) to process your payment for the Products and Services; and
- (c) if you agreed to this during the Order process, to inform you about similar Products that we provide, but you may stop receiving these communications at any time by contacting us.

16.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the Products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

17. OTHER IMPORTANT TERMS

17.1 We may transfer this Contract to someone else. 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.

- 17.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. However, you may transfer our guarantee on a Product to any person who has acquired the Product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 17.3 **Nobody else has any rights under this Contract (except someone you pass your guarantee on to).** This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.
- 17.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this Contract, we can still enforce it later.** 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 this 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. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.
- 17.6 **Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring

legal proceedings in respect of the Products in either the Northern Irish or the English courts.

18. COMPLAINTS PROCEDURE

18.1 **How to make a complaint.** We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please inform your chosen MKM branch using the contact details contained in your Order Acknowledgment.

18.2 **Escalation of your complaint to us.** In the event that the MKM branch is unable to provide a satisfactory resolution, please escalate your complaint to us at M.K.M. Building Supplies Limited, Stoneferry Road, Hull HU8 8DE or by calling 0845 122 3411. We aim to always be able to deal with a complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

19. OUR RIGHT TO VARY THESE TERMS

19.1 **We amend these Terms from time to time.** Every time you order Products from us, the Terms in force at the time of your Order will apply to the Contract between you and us.

19.2 **Reasons for revising these Terms.** We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payments from you;
- (b) changes in market conditions affecting our business;
- (c) changes in technology;
- (d) changes in relevant laws and regulatory requirements; and
- (e) changes in our system's capability.

19.3 **What happens if we have to revise these Terms.** If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have

already received and we will arrange a full refund of the price you have paid, including any delivery charges.

20. DEFINITIONS

20.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Contract: has the meaning given in clause 2.3. This means the contract between you and us under which we provide the Products and any Services, comprising the Order plus any Survey and Kitchen Design Plan we produce, any amended quotation(s), these Terms and any additional terms we specify or provide to you.

Kitchen Design Plan: is referred to in clause 7. This means an electronic design plan created by us for you using our in-store kitchen design software to provide you with an estimate or quotation, based on either: (i) details obtained by us during a Survey or (ii) measurements and descriptions provided by you.

MKM, we, us, our: means us, the relevant company in the MKM group which operates the MKM branch where you Ordered your kitchen (see clause 1.1 and in the Order).

Order: has the meaning given in clause 2.2. This is the written order containing details all Products and any Services to be supplied under the Contract, together with the applicable price(s) and related information, placed by you with us in-store at your MKM branch (and **Ordered** has a corresponding meaning).

Products: has the meaning in the first paragraph of these Terms. This refers to the kitchen goods/products that we sell to you, as set out in the Order.

Services: has the meaning in the first paragraph of these Terms. This refers to the services we are providing to you (if any) set out in the Order.

Survey: is referred to in clause 6. This refers to a physical inspection or measurement by one of our team of the proposed kitchen area at your home or other location in order for us to produce (or update) a Kitchen Design Plan and/or prepare a quotation for you.