

1. Introduction

- 1.1. The website on which these Terms of Sale appears ("Our Site") is owned and operated by, and the words "We/Us/Our" in these Terms of Sale mean, Cheshire Mouldings & Woodturnings Limited, English and Welsh Company Number 2322883, which deals only in business.
- 1.2. These Terms of Sale, together with any and all other documents they refer to, set out the terms under which the goods ("Goods") sold through Our Site are sold to customers who deal in the course of trade; these Terms of Sale do not apply to:
 - 1.2.1. consumers; If you are dealing as a consumer (as defined by the UK's consumer protection legislation) then our Consumer Terms of Sale https://www.cheshiremouldings.co.uk/B2C_Ts_Cs.pdf apply instead.
 - 1.2.2. customers (regardless of their nationality) located outside the United Kingdom – who may not buy from Our Site.
 - 1.2.3. deliveries to be outside the United Kingdom – which may not be bought from Our Site.
- 1.3. We act as agent of another business ("Merchant"), whose identity will be made clear to you as appropriate, and on whose behalf we may enter into any agreement for that business to sell goods to you; in those circumstances We will not be entering into any agreement to sell Goods to you on our own account, but on behalf of our principal. Otherwise the word "Merchant" refers to us.

2. Goods, Pricing and Availability

- 2.1. We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available to order through Our Site correspond to the actual Goods. Please note, however, that images of Goods are for illustrative purposes only, and:
 - 2.1.1. due to differences in computer displays and lighting conditions there may be minor variations in colour between an image of a product and the product sold;
 - 2.1.2. due to the nature of the Goods sold through Our Site, there may be up to a 2% natural variance in the dimensions of those Goods between the actual Goods and Our description of those Goods.
 - 2.1.3. Minor changes may, from time to time, be made to certain Goods between your order for Goods ("Order") being placed, and Us processing that Order and dispatching the Goods, for example, to reflect changes in regulatory requirements, to address particular issues, or changes of supplier – but not to change any of the main characteristics of the Goods, and not normally to affect your use of those Goods.
- 2.2. Stock indications are not provided on Our Site and we do not guarantee that Goods described on Our site will always actually be available to be delivered, regardless of whether any Order for them is apparently processed.
- 2.3. We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.
- 2.4. All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 3 days, We will treat your Order as cancelled and notify you of this in writing.
- 2.5. All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 2.6. Delivery charges are not included in the price of Goods displayed on

3. Orders – Acceptance - Payment

- 3.1. If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 3.2. No part of Our Site constitutes a contractual offer capable of acceptance by you. Your Order constitutes your contractual offer that We may, at our sole discretion, accept (that may be on the Merchant's behalf, as applicable). Our acknowledgement of receipt of your Order does not mean that the Order has been accepted; acceptance is only ever indicated by Our sending you confirmation of acceptance of your Order ("Order Confirmation") (normally by email). Order Confirmations shall contain our reference number for your Order ("Order Number"), and for the contract formed confirmation of the Goods, the price for those Goods (including, where appropriate, taxes, delivery, and any other additional charges applicable), and an estimated delivery date (if no estimated delivery date is given we will normally attempt to deliver the Goods within 30 days of the date of the Order Confirmation). Once We have sent you an Order Confirmation there will be a legally binding contract on the terms outlined in that Order Confirmation, and these Terms of Sale.
- 3.3. Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process.

4. Delivery - Risk - Ownership

- 4.1. If We are unable to deliver the Goods on the delivery date because no one is available at your delivery address to receive the Goods and the Goods cannot be posted through your letterbox or left in a safe place nominated by you, We will leave a delivery note explaining how to rearrange delivery or where to collect the Goods; if you do not then collect the Goods or rearrange delivery within 7 days, We will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, We will treat the Order as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering and re-stocking the Goods.
- 4.2. Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address including, where relevant, any alternative address, you have provided.
- 4.3. Ownership of the Goods passes to you once we have received (on behalf of the Merchant, if applicable) payment in full of all sums due (including any applicable delivery charges).

5. Faulty, Damaged or Incorrect ("Unsatisfactory") Goods

- 5.1. Please note that you will not be eligible to claim under Clause 5.2 if the issue with the Goods for which you wish to return them was an issue that:
 - 5.1.1. We had informed you about before you ordered; or
 - 5.1.2. results from your use of the Goods for any purpose that is neither obvious nor made known to Us, and for which the Goods are unsuitable, or
 - 5.1.3. results from normal wear and tear; or
 - 5.1.4. results from misuse or intentional or careless damage (other than by Us or our carrier).
- 5.2. Other than as outlined in clause 5.1, if any Goods you have purchased are delivered being:
 - 5.2.1. of unsatisfactory quality, or
 - 5.2.2. unfit for purpose; or
 - 5.2.3. materially different from Our description of them at the time of purchase; or
 - 5.2.4. faulty or damaged, or
 - 5.2.5. not the correct Goods ordered("Unsatisfactory Goods") then please contact Us as soon as

reasonably possible to inform Us of the precise fault, damage or error, etc. and to arrange for a refund, repair or replacement at our option.

6. LIMITS ON LIABILITY

Apart from liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, which the Merchant caused, the Merchant will only be responsible for any loss or damage that you may suffer as a direct result of breach of these Terms of Sale (or the Order) or as a result of their negligence which is an obvious consequence of their breach or negligence that was reasonably mutually contemplated at the time of the Order Confirmation (but not otherwise) – but not for any indirect losses arising from any matters, including any loss of profits or loss of opportunities - and in any case only up to the value of the relevant Order.

7. LOYALTY SCHEME (“CHESHIRE REWARDS”) TERMS & RULES

7.1. We operate a contractual loyalty scheme that is generally intended to reasonably incentivise business customers to buy Goods from Us as soon as possible through particular business customer accounts on Our Site, especially with a view to those Goods on-supply to consumers (“Cheshire Rewards”).

7.1.1. Consumers are not eligible to benefit from Cheshire Rewards, and any consumer inadvertently who may be enrolled within Cheshire Rewards is liable to be ejected from that scheme without redress.

7.1.2. The precise details of the operation of Cheshire Rewards are not intended to be legally enforceable, but may be subject to change by us at any time, any such changes to be published on Our Site. In particular it is not mutually intended that there should be any remedy for any such changes we might make to Cheshire Rewards that render any business customer able to benefit less generously from Cheshire Rewards than they were able to do prior to any such changes; rather Cheshire Rewards is intended to be regarded as being “as is” at any moment – and to be taken advantage of without delay as soon as any such advantage becomes available.

7.2. In general each and every business customer account will be eligible to accumulate points (however such may be designated) (“CR Points”) within Cheshire Rewards at the published rate on our site proportionate to the gross value of the Goods purchased on our site through that business customer account.

7.2.1. Goods purchased by that business customer through any other method (i.e. other than through a business customer account on our site) will not be eligible to accumulate CR Points;

7.2.2. CR Points may not be awarded on non-Goods purchased, such as delivery services

7.2.3. CR Points may not be awarded on related to goods bought subject to other promotions, e.g. if the order has already been discounted or credited for some other reason.

7.2.4. CR Points may be deducted relating to any credits that might arise related to the customer associated with such business customer account, e.g. due to returns.

7.3. There may be special offers published that apply to the accumulation of CR Points, e.g. extra CR Points on first order, or on orders for particular products.

7.4. During the sales process through Our Site business customer accounts will have the opportunity to pay or part-pay using a credit note that may be generated as a result of their opting to ‘redeem’ accumulated CR Points at the published rate on our site proportionate to the gross value of the Goods ordered on our site through that business customer account.

7.5. At present such Credit Note may only be redeemed against Goods ordered; in future we may offer the option for such Credit Note to be exchanged for cash or other valuable benefits, such as other goods or services, or the opportunity to participate in promotions such as competitions.

7.6. To enable the business customer account holder to show its customer invoice documentation that does not reveal the benefit of the Credit Note transaction summary documentation will be issued relating to Cheshire Rewards orders showing separately the transaction including any such Credit Note, and the pre-payment invoice that will not indicate business customer accounts’ use of such Credit Note.

7.7. CR Points will remain valid for two years from when they accumulate, after which they are liable to be deducted from any total.

7.8. Cheshire Rewards participants may also be eligible to exclusive offers We may make available such as targeted communications, including communications of promotions and offers, including those that may apply to specific product ranges, free technical planning, free product and technical training, free marketing support (including making collaterals available), information about forthcoming products, entry into competitions etc.

8. Other

8.1. The contract is between you and the Merchant; it is not intended to benefit any other person in any way and no such person will be entitled to enforce any provision of these Terms of Sale.

8.2. If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

8.3. We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable notice of the changes.

8.4. These Terms of Sale, and the relationship between you and the Merchant (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

8.5. Any disputes concerning these Terms of Sale or the relationship between you and Us, shall be subject to the exclusive jurisdiction of the courts of England and Wales.